



New Haven Harbor, Maintenance Dredging 35-Foot Channel and Turning Basin

New Haven, Connecticut

Construction Solicitation and Specifications

October 2002



SOLICITATION, OFFE	ER, 1	1. S	OLICITATION NO.	2 <u>. T</u> YI	PE OF	SOLICITATION	3. DATE ISS	UED	PAGE OF	PAGES
AND AWARD		DAC	CW33-03-B-0001	X	SEALE	ED (IFB)	01-Oct-2002		1 OF	29
(Construction, Alteration, or	Repair) '		7VV00 00 B 000 I		NEGO	TIATE (RFP)			101	
IMPORTANT - The "offer" s	ection on	the	reverse must be fully com	npleted	by of	feror.				
4. CONTRACT		,	5. REQUISITION/PURCHAS	SE REC	QUEST	ΓNO.	6. PROJEC	T NO.		
		١	W13G86-2255-8174							
7. ISSUED BY	СО	DE	DACW33		8. AD	DRESS OFFER TO	(If Other Tha	n Item 7) (ODE	
DEPT. OF THE ARMY N E DISTRICT, CORPS OF ENGINEERS 696 VIRGINIA ROAD CONCORD MA 01742-2751			See Item 7							
TEL:	F	AX:			TEL	<u>:</u>		FAX:		
9. FOR INFORMATION	A. NAME	201		400		B. TELEPHONE I	NO. (Include a	area code)	(NO COL	LECT CALLS)
CALL:	SEE 8	OL	ICITATION – SECTION 001	100						
			S	SOLICI	TATIO	ON				
NOTE: In sealed bid soli	citations	"of	ffer" and "offeror" mea	n "bid	" and	"bidder".				
10. THE GOVERNMENT RE	QUIRES P	ERF	FORMANCE OF THE WOR	K DES	CRIBE	D IN THESE DOC	JMENTS(Title	, identifying	no., date):	
SPECIFICATIONS titled "NEW HAVEN HARBOR, MAINTENANCE DREDGING, 35-FOOT CHANNEL AND TURNING BASIN, NEW HAVEN, CONNECTICUT," dated OCTOBER 2002.										
DRAWINGS as listed in SEC	CTION 008	00,	paragraph titled, "CONTRA	CT DR	AWINC	SS AND SPECIFIC	ATIONS."			
SECTION 00700, CONTRACT CLAUSES, and SECTION 00800, SPECIAL CONTRACT REQUIREMENTS.										
			15							
	11. The Contractor shall begin performance within calendar days and complete it within calendar days after receiving									
		•	· —	ndatory		<u> </u>	SEC 00800, 1)	
12 A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES," indicate within how many calendar days after award in Item 12B.)										
X YES NO										
13. ADDITIONAL SOLICITAT	ION REQL	JIRE								
A. Sealed offers in original ar	_	- 11 \L	copies to perform the work	k reauir	ed are	due at the place so	ecified in Item	8 by 1400) <i>(</i> }	nour)
local time 10/31/02	(date).		his is a sealed bid solicitation me and address, the solicita	on, offer	rs mus	t be publicly opene	d at that time.	Sealed env	•	,
B. An offer guarantee X is,			quired.			add did til	and and a			
C. All offers are subject to the	= (1) work r	equ	irements, and (2) other prov	visions	and cla	auses incorporated	in the solicitat	ion in full te	xt or by refe	erence.
D. Offers providing less than	D. Offers providing less than 60 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.									

STANDARD FORM Prescribed by FAR (48 CFR) 53.236-1442-101 NSN 7540-01-155-3212 (REV. 4-85)

			SOLICI	TATION, O			RD			
						Alteration, or Repair) (Must be fully completed by offeror)				
14. NAME AND AD	DRESS OF	OFFEROR	R (Include ZIP		15. TELEPHONE NO. (Include area code)					
					16. REMIT	ANCE ADDR	ESS (Includ	le only if differe	nt than Iten	n 14)
					Coo Ho					
					See Ite	m				
CODE FACILITY CODE					_					
17. The offeror agree accepted by the Go the minimum requireman AMOUNTS SE	vernment i ements sta	n writing witl	hin 13D. Failure to	calendar days af	ter the date of	ffers are due.	(Insert a	any number eq	ual to or gre	
18. The offeror agree	es to furnis	sh any requi	red performan	ce and payment	bonds.					
	/-			9. ACKNOWLED						
AMENIDMENT NO		пе опегог аск	knowleages rece	ipt of amendments	to the solicitation	on give numbe	er and date of e	eacn)		
AMENDMENT NO.										
DATE										
20A. NAME AND TI OFFER (Type or p		ERSON AUT	THORIZED TO	SIGN	20B. SIGNATURE 20C. OFFER DATE					R DATE
			AWA	ARD (To be co	mpleted by	Government)				
21. ITEMS ACCEPT	ΓED:									
22. AMOUNT		23. ACCC	DUNTING AND) APPROPRIATIO	ON DATA					
24. SUBMIT INVOICE	CES TO AD	DDRESS SH	HOWN IN	ITEM	25. OTI	HER THAN FU	JLL AND OP	EN COMPETI	ION PURS	SUANT TO
(4 copies unless other	wise s pecifie	ed)			10 (J.S.C. 2304(c	:)	41 U.S.C.	253(c)	
26. ADMINISTEREI	D BY	COI	DE		27. PAY	27. PAYMENT WILL BE MADE BY: CODE				
		CONT	TRACTING OF	FICER WILL CO	MPLETE ITE	M 28 OR 29	AS APPLICA	BLE		
28. NEGOTIATI		•	ntractor is require	•	29. AWARD (Contractor is not required to sign this document.)					
document and return: copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work, requisitions identified				Your offer on this solicitation, is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and						
on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by refer-			your offe necessa		ontract award.	No further contra	ctual docum	ent is		
			noossury.							
ence in or attached to		•	s or incorporated	a by leiel-						
30A. NAME AND TI TO SIGN (Type or	TLE OF CO	ONTRACTO	OR OR PERSO	ON AUTHORIZE	31A. NA	ME OF CONTRA	ACTING OFFI	CER (Typ	e or prin	t)
30B. SIGNATURE			30C. DATE		TEL:		EM	MAIL:		
000. B/(12				31B. UN	IITED STATE	S OF AMERI	CA	31C. A	WARD DATE	

NSN 7540-01-155-3212 STANDARD FORM 1442 (REV. 4-85)

Section 00010 - Solicitation Contract Form

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AN	MOUNT
0001	MOBILIZATION AND DEMOBILIZATION FFP	1	Lump Sum	\$	\$	
	PURCHASE REQUEST NUM	BER: W13G86	-2255-8174			
0002	MAINTENANCE DREDGING AND DISPOSAL FFP	621,500*	Cubic Yard	\$	\$	
		ESTIMATEI	O TOTAL		\$ 	

^{*}Includes 346,500 cubic yards of allowable overdepth.

PLANT AND EQUIPMENT SCHEDULE/LIST

Available Plant to be Used (To Be Attached to Bid Form)

The bidder must complete the PLANT AND EQUIPMENT SCHEDULE listing the plant available to the Bidder and proposed to be used on the work. Prior to commencement of work at the site, the Contractor will be required to submit for review copies of all applicable current inspections, certificates and surveys for all floating plant. See Section 01545 - Plant and Equipment.

BUCKET DREDGE (Clamshell/Dipper/Excavator/Dragline) (Check Type of Plant)

			Ca	apacity of St	wings T	ype of
		Age &	Size of	Plant (*)	Per	HP of
Number/Name	Manfactr	Condition	Bucket	(Cu.Yds/Mo)	Hour	Engine
<u> </u>						

(*) When working materials similar to those anticipated to be encountered in the performance of work.

BOATS AND BARGES/SCOWS

			No. & Size		
Number/Name	Manfactr	Condition	of Drills		
				ĺ	

ATTENDANT PLANT (Give columnar information pertinent to items listed, if to be used)

	No. to	HP of	Length	Draft	t	Capacity	
	Name	Be Used	Engine	& Beam	Light	Loaded	(Cu.Yds)
Tug							
Tug							
Launch							
Scow							
Scow							
Pipeline	2						
Shore							
Pontoor	ı						

-- End of Section --



Section 00100 - Bidding Schedule/Instructions to Bidders

CLAUSES INCORPORATED BY REFERENCE

52.214-3	Amendments To Invitations For Bids	DEC 1989
52.214-4	False Statements In Bids	APR 1984
52.214-5	Submission Of Bids	MAR 1997
52.214-6	Explanation To Prospective Bidders	APR 1984
52.214-7	Late Submissions, Modifications, and Withdrawals of Bids	NOV 1999
52.214-12	Preparation Of Bids	APR 1984
52.214-18	Preparation of Bids-Construction	APR 1984
52.214-19	Contract Award-Sealed Bidding-Construction	AUG 1996
52.225-10	Notice of Buy American Act RequirementConstruction	MAY 2002
	Materials	

CLAUSES INCORPORATED BY FULL TEXT

52.003-4002 BIDS RECEIVING DESK

Bids, if submitted in person or by messenger, shall be delivered to the Bids Receiving Desk (so identified), Building 1, Contracts Branch, Contracting Division, at the above address, prior to the time fixed for opening of bids. Bidders who attend the bid opening may deliver bids directly to the Contracting Officer in the New Hampshire Conference Room.

52.003-4014 INQUIRIES

Telephone inquiries relating to this solicitation should be directed as follows:

New England District, Corps of Engineers

Procurement of Plans and Specifications, Prospective Bidders List, Bid Results,

Technical Inquiries on Plans and

Specifications 508-990-2550

52.003-4015 MAGNITUDE OF PROJECT

The estimated cost of the work is between \$2,500,000.00 and \$5,000,000.00.

52.003-4021 PLACE OF BID OPENING

Bids will be publicly opened at the appointed time at the U. S. Army Engineer District, New England, 696 Virginia Road, Concord, MA 01742-2751, in the New Hampshire Conference Room.

52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the

Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from the Contracting Officer, U. S. Army Engineer District, New England, 696 Virginia Road, Concord, MA 01742-2751.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995)

- (a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.
- (b) Site visits may be arranged during normal duty hours by contacting:

Name: Personnel at the U. S. Army Engineer District, New England

Address: New Bedford Resident Office

Telephone: 508-990-2550

(End of provision)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

http://www.arnet.gov/far http://farsite.hill.af.mil http://www.hq.usace.army.mil/cepr/asp/library/efar.asp http://acqnet.saalt.army.mil/LIBRARY

(End of provision)

Section 00600 - Representations & Certifications

CLAUSES INCORPORATED BY FULL TEXT

52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

- (a) The offeror certifies that --
- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to –
- (i) Those prices,
- (ii) The intention to submit an offer, or
- (iii) The methods of factors used to calculate the prices offered:
- (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.
- (b) Each signature on the offer is considered to be a certification by the signatory that the signatory --
- (1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provison ______ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);
- (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
- (iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.
- (c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of provision)

52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of

this Certification.

- (b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989,--
- (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;
- (2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and
- (3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.
- (c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

 (End of provision)

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

- (b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.
- (c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulti reporting requirements described in FAR 4.904, the TIN provided hereunder reverify the accuracy of the offeror's TIN.
(d) Taxpayer Identification Number (TIN).
TIN:
TIN has been applied for.

TIN is not required because:
Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
Offeror is an agency or instrumentality of a foreign government;
Offeror is an agency or instrumentality of the Federal Government.
(e) Type of organization.
Sole proprietorship;
Partnership;
Corporate entity (not tax-exempt);
Corporate entity (tax-exempt);
Government entity (Federal, State, or local);
Foreign government;
International organization per 26 CFR 1.6049-4;
Other
(f) Common parent.
Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
Name and TIN of common parent:
Name
TIN
(End of provision)

52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)

- (a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.
- (b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it () is a women-owned business concern.

(End of provision)

52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

- (a)(1) The Offeror certifies, to the best of its knowledge and belief, that-
- (i) The Offeror and/or any of its Principals --
- (A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
- (B) Have () have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
- (C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.
- (ii) The Offeror has () has not (), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
- (2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002) - ALTERNATE I (APR 2002)
(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 234990.
(2) The small business size standard is \$17,000,000.00.
(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
(b) Representations. (1) The offeror represents as part of its offer that it () is, () is not a small business concern.
(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.
(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a women-owned small business concern.
(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.
(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it ($)$ is, ($)$ is not a service-disabled veteran-owned small business concern.
(6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that
(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and
(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.
(7) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.) The offeror shall check the category in which its ownership falls:
Black American.
Hispanic American.
Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei,
Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or
Nauru).
Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
Individual/concern, other than one of the preceding.
(c) Definitions. As used in this provision
Service-disabled veteran-owned small business concern
(1) Means a small business concern
(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).
"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.
Veteran-owned small business concern means a small business concern
(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
(2) The management and daily business operations of which are controlled by one or more veterans.
"Women-owned small business concern," means a small business concern
(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; or
(2) Whose management and daily business operations are controlled by one or more women.
(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be

furnished.

- (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall-
- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

52.219-2 EQUAL LOW BIDS. (OCT 1995)

- (a) This provision applies to small business concerns only.
- (b) The bidder's status as a labor surplus area (LSA) concern may affect entitlement to award in case of tie bids. If the bidder wishes to be considered for this priority, the bidder must identify, in the following space, the LSA in which the costs to be incurred on account of manufacturing or production (by the bidder or the first-tier subcontractors) amount to more than 50 percent of the contract price.

(c) Failure to identify the labor surplus area as specified in paragraph (b) of this provision will preclude the bidder from receiving priority consideration. If the bidder is awarded a contract as a result of receiving priority consideration under this provision and would not have otherwise received award, the bidder shall perform the contract or cause the contract to be performed in accordance with the obligations of an LSA concern.

52.219-19 SMALL BUSINESS CONCERN REPRESENTATION FOR THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM (OCT 2000)

(a) Definition.

"Emerging small business" as used in this solicitation, means a small business concern whose size is no greater than 50 percent of the numerical size standard applicable to the North American Industry Classification System (NAICS) code assigned to a contracting opportunity.

- (b) [Complete only if the Offeror has represented itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.] The Offeror [] is, [] is not an emerging small business.
- (c) (Complete only if the Offeror is a small business or an emerging small business, indicating its size range.)

Offeror's number of employees for the past 12 months (check this column if size standard stated in solicitation is expressed in terms of number of employees) or Offeror's average annual gross revenue for the last 3 fiscal years (check this column if size standard stated in solicitation is expressed in terms of annual receipts). (Check one of the following.)

No. of Employees Avg. Annual Gross Revenues

50 or fewer \$1 million or less
51 - 100 \$1,000,001 - \$2 million
101 - 250 \$2,000,001 - \$3.5 million
251 - 500 \$3,500,001 - \$5 million
501 - 750 \$5,000,001 - \$10 million
751 - 1,000 \$10,000,001 - \$17 million
Over 1,000 Over \$17 million
(End of provision)
52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)
The offeror represents that
(a) () It has, () has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
(b) () It has, () has not, filed all required compliance reports; and
(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards. (End of provision)
52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)

- (a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.
- (b) By signing this offer, the offeror certifies that--
- (1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or
- (2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)
- () (i) The facility does not manufacture, process or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);
- () (ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);

- () (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);
- () (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or
- () (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

(End of clause)

252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

(a) "Definitions."

As used in this provision --

- (a) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.
- (2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for such acts of international terroris m. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.
- (3) "Significant interest" means --
- (i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;
- (ii) Holding a management position in the firm, such as a director or officer;
- (iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;
- (iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or
- (v) Holding 50 percent or more of the indebtness of a firm.
- (b) "Prohibition on award."

In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) "Disclosure."

If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the

Offeror shall disclosure such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include --

- (1) Identification of each government holding a significant interest; and
- (2) A description of the significant interest held by each government.

(End of provision)

252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

- (a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.
- (b) Representation. The Offeror represents that it:
- ____(1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.
- ____ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.
- (c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

Section 00700 - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1 Alt I 52.203-3	Definitions (Dec 2001) Alternate I Gratuities	MAY 2001 APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 1997
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for	JUL 1995
52.211.10	Debarment	A DD 1004
52.211-18	Variation in Estimated Quantity	APR 1984
52.214-26	Audit and RecordsSealed Bidding	OCT 1997
52.214-27	Price Reduction for Defective Cost or Pricing Data -	OCT 1997
52 214 20	Modifications - Sealed Bidding	OCT 1007
52.214-28	Subcontracting Cost Or Pricing DataModificationsSealed Bidding	OCT 1997
52.219-8	Utilization of Small Business Concerns	OCT 2000
52.219-9 Alt I	Small Business Subcontracting Plan (Jan 2002) Alternate I	OCT 2001
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.222-3	Convict Labor	AUG 1996
52.222-4	Contract Work Hours and Safety Standards Act - Overtime	SEP 2000
	Compensation	
52.222-6	Davis Bacon Act	FEB 1995
52.222-7	Withholding of Funds	FEB 1988
52.222-8	Payrolls and Basic Records	FEB 1988
52.222-9	Apprentices and Trainees	FEB 1988
52.222-10	Compliance with Copeland Act Requirements	FEB 1988
52.222-11	Subcontracts (Labor Standards)	FEB 1988
52.222-12	Contract Termination-Debarment	FEB 1988
52.222-13	Compliance with Davis -Bacon and Related Act Regulations.	FEB 1988
52.222-14	Disputes Concerning Labor Standards	FEB 1988
52.222-15	Certification of Eligibility	FEB 1988
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-27	Affirmative Action Compliance Requirements for Construction	
52.222-35	Equal Opportunity For Special Dis abled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era and Other Eligible Veterans	DEC 2001
52.223-6	Drug Free Workplace	MAY 2001
52.223-14	Toxic Chemical Release Reporting	OCT 2000
52.225-13	Restrictions on Certain Foreign Purchases	JUL 2000
52.226-1	Utilization Of Indian Organizations And Indian-Owned	JUN 2000
	Economic Enterprises	

52	2.227-1	Authorization and Consent	JUL 1995
52	2.227-2	Notice And Assistance Regarding Patent And Copyright	AUG 1996
		Infringement	
52	2.227-4	Patent Indemnity-Construction Contracts	APR 1984
52	2.228-11	Pledges Of Assets	FEB 1992
52	2.228-12	Prospective Subcontractor Requests for Bonds	OCT 1995
52	2.228-13	Alternative Payment Protections	JUL 2000
52	2.228-14	Irrevocable Letter of Credit	DEC 1999
52	2.228-15	Performance and Payment BondsConstruction	JUL 2000
52	2.229-3	Federal, State And Local Taxes	JAN 1991
52	2.229-5	TaxesContracts Performed In U S Possessions Or Puerto	APR 1984
		Rico	
52	2.232-5	Payments under Fixed-Price Construction Contracts	MAY 1997
52	2.232-17	Interest	JUN 1996
52	2.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52	2.232-27	Prompt Payment for Construction Contracts	FEB 2002
52	2.232-33	Payment by Electronic Funds TransferCentral Contractor	MAY 1999
		Registration	
52	2.233-1	Disputes	JUL 2002
52	2.233-3	Protest After Award	AUG 1996
52	2.236-2	Differing Site Conditions	APR 1984
52	2.236-3	Site Investigation and Conditions Affecting the Work	APR 1984
52	2.236-5	Material and Workmanship	APR 1984
52	2.236-6	Superintendence by the Contractor	APR 1984
52	2.236-7	Permits and Responsibilities	NOV 1991
52	2.236-8	Other Contracts	APR 1984
52	2.236-9	Protection of Existing Vegetation, Structures, Equipment,	APR 1984
		Utilities, and Improvements	
52	2.236-10	Operations and Storage Areas	APR 1984
52	2.236-11	Use and Possession Prior to Completion	APR 1984
52	2.236-12	Cleaning Up	APR 1984
52	2.236-13	Accident Prevention	NOV 1991
52	2.236-15	Schedules for Construction Contracts	APR 1984
52	2.236-17	Layout of Work	APR 1984
52	2.236-21	Specifications and Drawings for Construction	FEB 1997
52	2.236-26	Preconstruction Conference	FEB 1995
52	2.242-13	Bankruptcy	JUL 1995
52	2.242-14	Suspension of Work	APR 1984
52	2.243-4	Changes	AUG 1987
52	2.244-6	Subcontracts for Commercial Items	MAY 2002
52	2.246-12	Inspection of Construction	AUG 1996
52	2.248-3	Value Engineering-Construction	FEB 2000
52	2.249-2	Termination For Convenience Of The Government (Fixed-	SEP 1996
		Price)	
52	2.249-2 Alt I	Termination for Convenience of the Government (Fixed-Price)	SEP 1996
		(Sep 1996) - Alternate I	
52	2.249-10	Default (Fixed-Price Construction)	APR 1984
52	2.253-1	Computer Generated Forms	JAN 1991
25	52.201-7000	Contracting Officer's Representative	DEC 1991
25	52.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-	MAR 1999
		Contract-Related Felonies	
25	52.204-7003	Control Of Government Personnel Work Product	APR 1992
25	52.204-7004	Required Central Contractor Registration	NOV 2001
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252.205-7000	Provisions Of Information To Cooperative Agreement Holders DEC 1991	
252.209-7000	Acquisition From Subcontractors Subject To On-Site	NOV 1995
	Inspection Under The Intermediate Range Nuclear Forces	
	(INF) Treaty	
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By	MAR 1998
	The Government of a Terrorist Country	
252.219-7003	Small, Small Disadvantaged and Women-Owned Small	APR 1996
	Business Subcontracting Plan (DOD Contracts)	
252.223-7004	Drug Free Work Force	SEP 1988
252.225-7012	Preference For Certain Domestic Commodities	APR 2002
252.225-7031	Secondary Arab Boycott Of Israel	JUN 1992
252.236-7000	Modification Proposals -Price Breakdown	DEC 1991
252.236-7008	Contract Prices-Bidding Schedules	DEC 1991
252.242-7000	Postaward Conference	DEC 1991
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

52.219-23 NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS (MAY 2001)

(a) Definitions. As used in this clause--

Small disadvantaged business concern means an offeror that represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

- (1) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and
- (i) No material change in disadvantaged ownership and control has occurred since its certification;
- (ii) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
- (iii) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net).
- (2) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted. In this case, in order to receive the benefit of a price evaluation adjustment, an offeror must receive certification as a small disadvantaged business concern by the Small Business Administration prior to contract award; or
- (3) Is a joint venture as defined in 13 CFR 124.1002(f).

Historically black college or university means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense (DoD), the National Aeronautics and Space Administration (NASA), and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

Minority institution means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)) which, for purposes of this clause, includes a Hispanic-serving institution of higher education as defined in Section 316(b)(1) of the Act (20 U.S.C. 1059c(b)(1)).

United States means the United States, its territories and possessions, the Commonwealth of Puerto Rico, the U.S. Trust Territory of the Pacific Islands, and the District of Columbia.

- (d) Evaluation adjustment.
- (1) The Contracting Officer will evaluate offers by adding a factor of 10% percent to the price of all offers, except-
- (i) Offers from small disadvantaged business concerns that have not waived the adjustment;
- (ii) An otherwise successful offer of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is equaled or exceeded (see section 25.402 of the Federal Acquisition Regulation (FAR));
- (iii) An otherwise successful offer where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government;
- (iv) For DoD, NASA, and Coast Guard acquisitions, an otherwise successful offer from a historically black college or university or minority institution; and
- (v) For DoD acquisitions, an otherwise successful offer of qualifying country end products (see sections 225.000-70 and 252.225-7001 of the Defense FAR Supplement).
- (2) The Contracting Officer will apply the factor to a line item or a group of line items on which award may be made. The Contracting Officer will apply other evaluation factors described in the solicitation before application of the factor. The factor may not be applied if using the adjustment would cause the contract award to be made at a price that exceeds the fair market price by more than the factor in paragraph (b)(1) of this clause.
- (c) Waiver of evaluation adjustment. A small disadvantaged business concern may elect to waive the adjustment, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply to offers that waive the adjustment.

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- (d) Agreements. (1) A small disadvantaged business concern, that did not waive the adjustment, agrees that in performance of the contract, in the case of a contract for-
- (i) Services, except construction, at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern;
- (ii) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern;
- (iii) General construction, at least 15 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern; or

- (iv) Construction by special trade contractors, at least 25 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern.
- (2) A small disadvantaged business concern submitting an offer in its own name agrees to furnish in performing this contract only end items manufactured or produced by small disadvantaged business concerns in the United States. This paragraph does not apply in connection with construction or service contracts.

(End of clause)

52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)

- (a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.
- (b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for minority participation for each trade	Goals for female participation for each trade
9.0%	6.9%

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the Federal Register in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

- (c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.
- (d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the --
- (1) Name, address, and telephone number of the subcontractor;
- (2) Employer's identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;
- (4) Estimated starting and completion dates of the subcontract; and

- (5) Geographical area in which the subcontract is to be performed.
- (e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is New Haven County, Connecticut.

(End of provision)

52.225-9 BUY AMERICAN ACT—CONSTRUCTION MATERIALS (MAY 2002)

(a) Definitions. As used in this clause--

Component means an article, material, or supply incorporated directly into a construction material.

Construction material means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

Cost of components means--

- (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
- (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

Domestic construction material means--

- (1) An unmanufactured construction material mined or produced in the United States; or
- (2) A construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic.

Foreign construction material means a construction material other than a domestic construction material.

United States means the 50 States and the District of Columbia, U.S. territories and possessions, Puerto Rico, the Northern Mariana Islands, and any other place subject to U.S. jurisdiction, but does not include leased bases.

- (b) Domestic preference. (1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) by providing a preference for domestic construction material. The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.
- (2) This requirement does not apply to the construction material or components listed by the Government as follows: none

- (3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that
- (i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;
- (ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or
- (iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.
- (c) Request for determination of inapplicability of the Buy American Act. (1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including--
- (A) A description of the foreign and domestic construction materials;
- (B) Unit of measure;
- (C) Quantity;
- (D) Price;
- (E) Time of delivery or availability;
- (F) Location of the construction project;
- (G) Name and address of the proposed supplier; and
- (H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.
- (ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.
- (iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).
- (iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.
- (2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.
- (3) Unless the Government determines that an exception to the Buy American Act applies, use of foreign construction material is noncompliant with the Buy American Act.

(d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison Construction material description Unit of measure Quantity Price (dollars) \1\ Item 1 Foreign construction material... Domestic construction material... Item 2 Foreign construction material... Domestic construction material... Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued). List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary. Include other applicable supporting information. (End of clause)

52.231-5000 EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE MAR 1995)--EFARS

- (a) This clause does not apply to terminations. See 52.249-5000, Basis for Settlement of Proposals and FAR Part 49.
- (b) Allowable cost for construction and marine plant and equipment in sound workable condition owned or controlled and furnished by a contractor or subcontractor at any tier shall be based on actual cost data for each piece of equipment or groups of similar serial and series for which the Government can determine both ownership and operating costs from the contractor's accounting records. When both ownership and operating costs cannot be determined for any piece of equipment or groups of similar serial or series equipment from the contractor's accounting records, costs for that equipment shall be based upon the applicable provisions of EP 1110-1-8, Construction Equipment Ownership and Operating Expense Schedule, Region 1. Working conditions shall be considered to be average for determining equipment rates using the schedule unless specified otherwise by the contracting officer. For equipment not included in the schedule, rates for comparable pieces of equipment may be used or a rate may be developed using the formula provided in the schedule. For forward pricing, the schedule in effect at the time of negotiations shall apply. For retroactive pricing, the schedule in effect at the time the work was performed shall apply.
- (c) Equipment rental costs are allowable, subject to the provisions of FAR 31.105(d)(ii) and FAR 31.205-36. Rates for equipment rented from an organization under common control, lease-purchase arrangements, and sale-leaseback arrangements, will be determined using the schedule, except that actual rates will be used for equipment leased from an organization under common control that has an established practice of leasing the same or similar equipment to unaffiliated lessees.
- (d) When actual equipment costs are proposed and the total amount of the pricing action exceeds the small purchase threshold, the contracting officer shall request the contractor to submit either certified cost or pricing data, or partial/limited data, as appropriate. The data shall be submitted on Standard Form 1411, Contract Pricing Proposal Cover Sheet.

(End of clause)

- (a) This is a continuing contract, as authorized by Section 10 of the River and Harbor Act of September 22, 1922 (33 U.S. Code 621). The payment of some portion of the contract price is dependent upon reservations of funds from future appropriations, and from future contribution to the project having one or more non-federal project sponsors. The responsibilities of the Government are limited by this clause notwithstanding any contrary provision of the "Payments to Contractor" clause or any other clause of this contract.
- (b) The sum of \$10,000.00 has been reserved for this contract and is available for payments to the contractor during the current fiscal year. It is expected that Congress will make appropriations for future fiscal years from which additional funds together with funds provided by one or more non-federal project sponsors will be reserved for this contract.
- (c) Failure to make payments in excess of the amount currently reserved, or that may be reserved from time to time, shall not entitle the contractor to a price adjustment under the terms of this contract except as specifically provided in paragraphs (f) and (i) below. No such failure shall constitute a breach of this contract, except that this provision shall not bar a breach-of-contract action if an amount finally determined to be due as a termination allowance remains unpaid for one year due solely to a failure to reserve sufficient additional funds therefore.
- (d) The Government may at any time reserve additional funds for payments under the contract if there are funds available for such purpose. The contracting officer will promptly notify the contractor of any additional funds reserved for the contract by issuing an administrative modification to the contract.
- (e) If earnings will be such that funds reserved for the contract will be exhausted before the end of any fiscal year, the contractor shall give written notice to the contracting officer of the estimated date of exhaustion and the amount of additional funds which will be needed to meet payments due or to become due under the contract during that fiscal year. This notice shall be given not less than 45 nor more than 60 days prior to the estimated date of exhaustion.
- (f) No payments will be made after exhaustion of funds except to the extent that additional funds are reserved for the contract. The contractor shall be entitled to simple interest on any payment that the contracting officer determines was actually earned under the terms of the contract and would have been made except for exhaustion of funds. Interest shall be computed from the time such payment would otherwise have been made until actually or constructively made, and shall be at the rate established by the Secretary of the Treasury pursuant to Public Law 92-41, 85 STAT 97, as in effect on the first day of the delay in such payment.
- (g) Any suspension, delay, or interruption of work arising from exhaustion or anticipated exhaustion of funds shall not constitute a breach of this contract and shall not entitle the contractor to any price adjustment under the "Suspension of Work" clause or in any other manner under this contract.
- (h)An equitable adjustment in performance time shall be made for any increase in the time required for performance of any part of the work arising from exhaustion of funds or the reasonable anticipation of exhaustion of funds
- (i). If, upon the expiration of sixt y (60) days after the beginning of the fiscal year following an exhaustion of funds, the Government has failed to reserve sufficient additional funds to cover payments otherwise due, the contractor, by written notice delivered to the contracting officer at any time before such additional funds are reserved, may elect to treat his right to proceed with the work as having been terminated. Such a termination shall be considered a termination for the convenience of the Government.
- (j) If at any time it becomes apparent that the funds reserved for any fiscal year are in excess of the funds required to meet all payments due or to become due the contractor because of work performed and to be performed under the contract during the fiscal year, the Government reserves the right, after notice to the contractor, to reduce said reservation by the amount of such excess.

(End of clause)

52.249-5000 BASIS FOR SETTLEMENT OF PROPOSALS

Actual costs will be used to determine equipment costs for a settlement proposal submitted on the total cost basis under FAR 49.206-2(b). In evaluating a terminations settlement proposal using the total cost basis, the following principles will be applied to determine allowable equipment costs:

- (e) Actual costs for each piece of equipment, or groups of similar serial or series equipment, need not be available in the contractor's accounting records to determine total actual equipment costs.
- (f) If equipment costs have been allocated to a contract using predetermined rates, those charges will be adjusted to actual costs.
- (3) Recorded job costs adjusted for unallowable expenses will be used to determine equipment operating expenses.
- (4) Ownership costs (depreciation) will be determined using the contractor's depreciation schedule (subject to the provisions of FAR 31.205-11).
- (5) License, taxes, storage and insurance costs are normally recovered as an indirect expense and unless the contractor charges these costs directly to contracts, they will be recovered through the indirect expense rate.

 (End of Clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

http://www.arnet.gov/far http://farsite.hill.af.mil http://www.hq.usace.army.mil/cepr/asp/library/efar.asp http://acqnet.saalt.army.mil/LIBRARY

(End of clause)

WAGE DETERMINATION

General Decision Number CT020008

General Decision Number CT020008

Superseded General Decision No. CT010008

State: **Connecticut**Construction Type: **DREDGING**

County(ies): STATEWIDE CONNECTICUT

ALL **DREDGING**, EXCEPT SELF-PROPELLED HOPPER DREDGES, ON THE ATLANTIC OCEAN AND TRIBUTARY WATERS EMPTYING INTO THE ATLANTIC

OCEAN.

Modification Number Publication Date

0 03/01/2002

COUNTY(ies): STATEWIDE

ENGI0025D 10/01/2001

Rates Fringes

DIPPER & CLAMSHELL DREDGE:

Operator 27.45 6.20+a+b Engineer 24.17 6.20+a+b Maintenance Engineer 23.07 5.60+a+b Welder 22.71 5.60 + a + b21.51 Mate 5.60+a+b **Boat Master** 22.73 6.20+a+b Boat Captain 21.66 5.60 + a + bOiler 18.18 5.00+a+b

Deckhand; Tug Deckhand 17.73 5.00+a+b

Scowman 17.49 5.00+a+b

DRAG BUCKET DREDGE:

 Operator
 25.09
 6.20+a+b

 Engineer
 21.41
 6.20+a+b

 Maintenance Engineer
 21.21
 5.60+a+b

 Mate
 19.82
 5.60+a+b

Mate 19.82 5.60+a+b
Deckhand 16.17 5.00+a+b

HYDRAULIC DREDGES:

26.95 6.20+a+b Leverman Engineer; Derrick Operator 23.64 6.20+a+b 6.20+a+b Chief Mate 23.29 Chief Welder 23.94 6.20+a+b Maintenance Engineer 23.07 5.60+a+b Electrician 22.92 6.20+a+b Welder Dredge 22.70 5.60+a+b Spider Barge Operator 22.50 5.60+a+b Mate 21.51 5.60 + a + b**Boat Master** 22.72 6.20+a+b **Boat Captain** 21.66 5.60+a+b Steward 21.49 6.20+a+b

Oilor	10.10	F 00 . a . b			
Oiler	18.18	5.00+a+b			
Deckhand	17.50	5.00+a+b			
Tug Deckhand	17.73	5.00+a+b			
Shoreman	17.50	5.00+a+b			
Assistant Cook	17.61	5.00+a+b			
Night Cook	17.61	5.00+a+b			
Messman	17.10	5.00+a+b			
Janitor/Porter	17.10	5.00+a+b			
Fill Placer	23.29	6.20+a+b			
Assistant Fill Placer	21.32	6.20+a+b			
COMPANY LEAD DREDG		0.201415			
Lead Dredgeman	26.95	6.20+a+b			
TUG BOATS over 1,000 H	.P. (with				
master or captain having I	•				
endorsed for 200 miles off					
Tug Master	24.14	6.20+a+b			
Tug Captain	23.17	6.20+a+b			
Tug Chief Engineer	22.45	5.60+a+b			
•	_				
Tug Engineer	21.99	5.60+a+b			
Tug Deckhand	17.73	5.00+a+b			
TUG BOATS over 1,000 H	`				
master or captain having I					
endorsed for 200 miles off	shore):				
Tug Master	22.72	6.20+a+b			
Tug Captain	21.66	5.60+a+b			
Tug Engineer	21.99	5.60+a+b			
Tug Deckhand	17.73	5.00+a+b			
DRILL BOATS:					
Engineer	23.54	6.20+a+b			
Blaster	23.81	6.20+a+b			
Driller	23.55	6.20+a+b			
Welder	23.30	5.60+a+b			
Machinist	23.30	5.60+a+b			
Tug Master	20.48	6.20+a+b			
Tug Captain	19.53	5.60+a+b			
Oiler	20.46	5.00+a+b			
Tug Deckhand	15.97	5.00+a+b			
Core Driller	18.56	5.00+a+b			
DIVERS:					
Diver	39.98	6.20+a+b			
Standby Diver	26.60	6.20+a+b			
Tender	30.77	6.20+a+b			
Standby Tender	22.11	5.60+a+b			
DREDGING PIPELINE CABLE-LAYING:					
Leverman	27.56	6.20+a+b			
Control Tower Operator	24.35	6.20+a+b			
Rigger	18.01	5.00+a+b			
Line up Operator, End Pre					
Diver	40.85	6.20+a+b			
Diver Tender	25.36	6.20+a+b			
ENGINEER:	20.00	0.201415			
1st	24.35	6.20+a+b			
2nd, 3rd & 4th	24.04	6.20+a+b			

Electrician 24.48 6.20+a+b
Electro Hydro Tech. 19.70 5.60+a+b
Tug Master 25.57 6.20+a+b
Tug Captain 22.29 6.20+a+b
PREMIUMS: Additional 20% for hazardous material work

FOOTNOTES APPLICABLE TO ABOVE CRAFTS:

- a. PAID HOLIDAYS: New Year's Day, Martin Luther King Day, Memorial Day, Good Friday, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, and Christmas Day
- b. VACATION: Seven percent (7%) of the straight time rate multiplied by the total hours worked.

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(v)).

In the listing above, the "SU" designation means that rates listed under that identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

- 1.) Has there been an initial decision in the matter? This can be:
- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate)

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations Wage and Hour Division
U. S. Department of Labor
200 Constitution Avenue, N. W.

Washington, D. C. 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator

(See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator U.S. Department of Labor 200 Constitution Avenue, N. W. Washington, D. C. 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board U. S. Department of Labor 200 Constitution Avenue, N. W. Washington, D. C. 20210

4.) All decisions by the Administrative Review Board are final. END OF GENERAL DECISION



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SECTION 00800

SPECIAL CONTRACT REQUIREMENTS

- 1.1 COMMENCEMENT, PROSECUTION AND COMPLETION OF WORK (APR 1984) FAR 52.211-10
 - 1.1.1 Environmental Criteria Relative to Dredging
- 1.2 LIQUIDATED DAMAGES CONSTRUCTION (Sept 2000) FAR 52.211-12
- 1.3 CONTRACT DRAWINGS AND SPECIFICATIONS (AUG 2000) DFARS 252.236-7001
- 1.4 DESIGNATED BILLING OFFICE
- 1.5 BID GUARANTEE (SEP 1996) FAR 52.228-1
- 1.6 PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984) FAR 52.236-1
- 1.7 OBSTRUCTION OF NAVIGABLE WATERWAYS DFAR 252.236-7002(DEC 1991)
- 1.8 PAYMENT FOR MOBILIZATION AND DEMOBILIZATION (DEC 1991) DFARS 252.236-7004.
- 1.9 QUANTITY SURVEYS. (APR 1 FAR 52.236-16
- 1.10 LAYOUT OF WORK (APR 1984) 52.236-17
- -- End of Document Table of Contents --

SECTION 00800

SPECIAL CONTRACT REQUIREMENTS

1.1 COMMENCEMENT, PROSECUTION AND COMPLETION OF WORK (APR 1984) FAR 52.211-10

The Contractor shall be required to--

- (1) commence work under this contract within 15 calendar days after the date the Contractor receives the notice to proceed,
- (2) prosecute the work diligently, and
- (3) complete the entire work ready for use not later than 110 calendar days after the date the Contractor receives notice to proceed, exclusive of environmental restrictions. The time stated for completion shall include final cleanup of the premises.
- (4) No dredging work will be permitted at the site during the time periods listed below in article "Environmental Criteria Relative to Dredging" and such time periods have not been considered in computing the time allowed for completion.
- (5) The excavation of material shall be from within the areas indicated on the drawings. Excavation of material shall be conducted to maintain a required production rate of 200,000 cubic yards of material for each 30 calendar day period.

1.1.1 Environmental Criteria Relative to Dredging

- a. Dredging activities will not be permitted from February 1 through May 15 inclusive, of any year in order to protect winter flounder early life-stage development in the area.
- b. Dredging activities will not be permitted from June 1 through September 30 inclusive, of any year in order to protect spawning shellfish in the area.
- c. Dredging activities will not be permitted north of the pier identified at the "Kopperg Wharf" from April 1 through June 30 inclusive, of any year in order to protect anadromous fish migration in the area.
- 1.2 LIQUIDATED DAMAGES CONSTRUCTION (Sept 2000) FAR 52.211-12
 - (a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of \$1,270.00 for each calendar day of delay until the work is completed or accepted.
 - (b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase

under the Termination clause.

1.3 CONTRACT DRAWINGS AND SPECIFICATIONS (AUG 2000) DFARS 252.236-7001

(a) The Government will provide to the Contractor, without charge, one set of contract drawings and specifications, except publications incorporated into the technical provisions by reference. The drawings will be provided to the Contractor in electronic or paper media as chosen by the Contracting Officer.

(b) The Contractor shall-

- (1) Check all drawings furnished immediately upon receipt;
- (2) Compare all drawings and verify the figures before laying out the work;
- (3) Promptly notify the Contracting Officer of any discrepancies;
- (4) Be responsible for any errors that might have been avoided by complying with this paragraph (b); and
- (5) Reproduce and print contract drawings and specifications as needed.

(c) In general--

- (1) Large-scale drawings shall govern small-scale drawings; and
- (2) The Contractor shall follow figures marked on drawings in preference to scale measurements.
- (d) Omissions from the drawings or specifications or the misdescription of details of work that are manifestly necessary to carry out the intent of the drawings and specifications, or that are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work. The Contractor shall perform such details as if fully and correctly set forth and described in the drawings and specifications.
- (e) The work shall conform to the specifications, and the contract drawings identified below:

Drawing	Ref.							
No.	No.	Title						
		New Haven Harbor, Maintenance Dredging 35-Foot Channel and Turning Basin New Haven, Connecticut						
1	G-1	Cover Sheet						
2	C-1	Plan No. 1 and Index						
3	C-2	Plan No. 2 and Section A-A						
		(Typical)						
4	C-3	Plan No. 3						
5	C-4	Plan No. 4						
6	C-5	Plan No. 5						

1.4 DESIGNATED BILLING OFFICE

Reference Contract Clause titled "PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS" located in SECTION 00700, CONTRACT CLAUSES. The "designated billing office" will be the Construction Area Engineer, Resident Engineer or project office where the Contracting Officer Representative for this contract is located. The Contractor will be notified of the exact location of this office at the project preconstruction conference specified in Section 01110 SUMMARY OF WORK.

1.5 BID GUARANTEE (SEP 1996) FAR 52.228-1

- (a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.
- (b) The bidder shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds, (1) to unsuccessful bidders as soon as practicable after the opening of bids, and (2) to the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.
- (c) The amount of the bid guarantee shall be twenty percent of the bid price or \$3,000,000, whichever is less.
- (d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.
- (e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

1.6 PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984) FAR 52.236-1

The Contractor shall perform on the site, and with its own organization, work equivalent to at least forty percent (40%) of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

1.7 OBSTRUCTION OF NAVIGABLE WATERWAYS DFAR 252.236-7002(DEC 1991)

(a) The Contractor shall-

- (1) Promptly recover and remove any material, plant, machinery, or appliance which the contractor loses, dumps, throws overboard, sinks, or misplaces, and which, in the opinion of the Contracting Officer, may be dangerous to or obstruct navigation;
- (2) Give immediate notice, with description and locations of any such obstructions, to the Contracting Officer; and

- (3) When required by the Contracting Officer, mark or buoy such obstructions until the same are removed.
- (b) The Contracting Officer may-
 - (1) Remove the obstructions by contract or otherwise should the Contractor refuse, neglect, or delay compliance with paragraph (a) of this clause; and
 - (2) Deduct the cost of removal from any monies due or to become due to the Contractor; or
 - (3) Recover the cost of removal under the Contractor's bond.
- (c) The Contractor's liability for the removal of a vessel wrecked or sunk without fault or negligence is limited to that provided in Sections 15, 19, and 20 of the River and Harbor Act of March 3, 1899 (33 U.S.C. 410 et.seq.).
- 1.8 PAYMENT FOR MOBILIZATION AND DEMOBILIZATION (DEC 1991) DFARS 252.236-7004.
 - a. The Government will pay all costs for the mobilization and demobilization of all of the Contractor's plant and equipment at the contract lump sum price for this item.
 - (1) Sixty percent of the lump sum price upon completion of the Contractor's mobilization at the work site.
 - (2) The remaining 40 percent upon completion of demobilization.
 - b. The Contracting Officer may require the Contractor to furnish cost data to justify this portion of the bid if the Contracting Officer believes that the percentages in paragraphs a(1) and a(2) of this clause do not bear a reasonable relation to the cost of the work in this contract.
 - (1) Failure to justify such price to the satisfaction of the Contracting Officer will result in payment, as determined by the Contracting Officer, of --
 - (i) Actual mobilization costs at completion of mobilization;
 - (ii) Actual demobilization costs at completion of demobilization; and
 - (iii) The remainder of this item in the final payment under this contract.
 - (2) The Contracting Officer's determination of the actual costs in paragraph b(1) of this clause is not subject to appeal.
- 1.9 QUANTITY SURVEYS. (APR 1 FAR 52.236-16
 - (a) Quantity surveys shall be conducted, and the data derived from these surveys shall be used in computing the quantities of work performed and the actual construction completed and in place.
 - (b) The Government will conduct the original and final surveys and make the computations based on them. The Contractor shall conduct the surveys for any periods for which progress payments are requested and

shall make the computations based on these surveys. All surveys conducted by the Contractor shall be conducted under the direction of a representative of the Contracting Officer, unless the Contracting Officer waives this requirement in a specific instance.

(c) Promptly upon completing a survey, the Contractor shall furnish the originals of all field notes and all other records relating to the survey or to the layout of the work to the Contracting Officer, who shall use them as necessary to determine the amount of progress payments. The Contractor shall retain copies of all such material furnished to the Contracting Officer.

1.10 LAYOUT OF WORK (APR 1984) 52.236-17

The Contractor shall lay out its work from Government established base lines and bench marks indicated on the drawings, and shall be responsible for all measurements in connection with the layout. The Contractor shall furnish, at its own expense, all stakes, templates platforms, equipment, tools, materials, and labor required to lay out any part of the work. The Contractor shall be responsible for executing the work to the lines and grades that may be established or indicated by the Contracting Officer. The Contractor shall also be responsible for maintaining and preserving all stakes and other marks established by the Contracting Officer until authorized to remove them. If such marks are destroyed by the Contractor or through its negligence before their removal is authorized, the Contracting Officer may replace them and deduct the expense of the replacement from any amounts due or to become due to the Contractor.

-- End of Section --

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- 01312 QUALITY CONTROL SYSTEM (QCS) 01330 SUBMITTAL PROCEDURES
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SECTION 01110

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- SUBMITTALS 1.2
- PROJECT/SITE CONDITIONS 1.3
 - 1.3.1 Physical Data (Apr 1984) FAR 52.236-4
- 1.4 WORK SEQUENCE AND SCHEDULING
 - 1.4.1 Hours of Operations
 - 1.4.2 Progress Schedule
 - 1.4.3 Organization at the Site
 - 1.4.3.1 General
 - 1.4.3.2 Rate of Progress
- 1.5 CONTRACTOR USE OF PREMISES
 - 1.5.1 Work Limits
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SECTION 01110

SUMMARY OF WORK

PART 1 GENERAL

1.1 WORK COVERED BY CONTRACT DOCUMENTS

The general description below is given to indicate the approximate scope of this project only. It does not limit the work required under the project drawings and specifications.

Description of Work:

The work of this project consists of maintenance dredging New Haven Harbor to provide a minimum depth of 35 feet below M.L.L.W., with 2 feet of allowable overdepth. Maintenance material shall be dredged commencing at the northern end of the project and proceed south. The cleaner southern sediments placed at the disposal site towards the end of the dredging project would then cap the northern sediments. Dredging will be performed by bucket dredge and scows. Disposal will be at the Central Long Island Sound Disposal Area located about 9 miles South of New Haven.

1.2 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-01 Preconstruction Submittals

Progress Schedule; G, C.

In accordance with the contract clauses, the Contractor shall, within 15 days after receipt of notice to proceed or as otherwise determined by the Contracting Officer, submit for approval a practicable progress schedule. When changes are authorized that result in contract time extensions, Contractor shall submit a modified chart for approval by the Contracting Officer.

1.3 PROJECT/SITE CONDITIONS

1.3.1 Physical Data (Apr 1984) FAR 52.236-4

Data and information furnished or referred to below is for the Contractor's information. The Government shall not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor.

a. Site Conditions: The indications of physical conditions on the drawings and in the specifications are the result of site investigations and soundings.

- b. Weather Conditions: The monthly normal mean temperature and the monthly normal mean precipitation for the site may be obtained by the Contractor from the nearest U.S. National Weather Service Office.
- c. Tides: The mean tidal range at Lighthouse Point is 6.2 feet and the spring range is 7.1 feet. The currents are tidal having velocities of less than one knot. The work area outside of the breakwaters is exposed to storms from the south. Rough weather may be encountered en route to the disposal area.
- d. Transportation Facilities (Land): The Contractor shall make his own investigations on the use of municipal, State and Federal highways, roads, streets, and bridges.
- e. Channel Traffic: In the Port of New Haven, there are 23 commercial terminal facilities actively employed in the conduct of waterborne commerce. The Contractor shall make his own investigations on the extent of interference, if any, on the area to be dredged.
- f. Condition of Channel: The entire 35-foot deep main channel and turning basin at New Haven was last maintained by the Government in 1994.

1.4 WORK SEQUENCE AND SCHEDULING

1.4.1 Hours of Operations

Except as specified for particular items of work the Contractor will be allowed to perform work 24 hours per day, 7 days per week, including holidays, for the entire performance period. Refer to other sections of these specifications for environmental requirements and restrictions to dredging and disposal activities and for temporary suspension of the work, if required.

1.4.2 Progress Schedule

The progress schedule shall be in the form of a chart graphically indicating the sequence proposed to accomplish each work feature or operation. The chart shall be prepared to show the starting and completion dates of all work features on a linear horizontal time scale beginning with date of Notice to Proceed and indicating calendar days to completion. Contractor shall indicate on the chart the important work features or operations that are critical to the timely overall completion of the project. Key dates for such important work features and portions of work features are milestone dates and shall be so indicated on the chart. This schedule will be the medium through which the timeliness of the Contractor's construction effort is appraised. Proposed variations to the Contractor's approved progress schedule shall be approved by the Contracting Officer prior to implementation.

1.4.3 Organization at the Site

1.4.3.1 General

The Contractor shall employ ample personnel and sufficient equipment to accomplish the work of this contract in the least amount of time, within the prosecution period specified in SPECIAL CONTRACT REQUIREMENTS, Clause

1.1.

1.4.3.2 Rate of Progress

Should the Contractor fail to maintain a satisfactory rate of progress in accordance with the Contractor's approved progress schedule, the Contracting Officer may require that additional personnel and equipment be placed on the work and weekend and overtime work be performed, in order that the work be brought up to schedule and maintained.

1.5 CONTRACTOR USE OF PREMISES

1.5.1 Work Limits

Work shall be restricted to the areas shown on the contract drawings in addition to storage areas assigned to this Contractor.

1.5.2 Dockage Space

The Contractor shall be responsible for all arrangements for dockage space for its floating plant and equipment.

1.5.3 Contractor's Receipt of Supplies

The Contractor shall be responsible for all arrangements for the receipt of materials and supplies at the job site. Government personnel are not permitted to receive or sign for items delivered to the site.

1.5.4 Access to Work Site

Access to the project site may be interrupted by the passage of large marine traffic.

1.6 COORDINATION

1.6.1 Notice to Mariners

Two weeks Before beginning dredging operations under this contract, the Contractor shall coordinate with the U.S. Coast Guard (USGG) to issue a "Notice to Mariners" regarding the work to be performed and the Contractor's proposed operations.

The Corps of Engineers and the USCG have agreed to phraseology when issuing navigational bulletins and notices. The information furnished shall be consistent with USCG Broadcast Notice to Mariners and Local Notice to Mariners. When requesting local USCG offices to issue navigational information for Corps of Engineers work involving marine construction, the following terminology shall be used, as applicable:

For cautionary areas: "Mariners are urged to use extreme caution in the area."

For dredging and work operations: "Mariners are urged to transit at their slowest safe speed to minimize wake and proceed with caution after passing arrangements have been made."

1.6.2 Harbor Master

b. Harbor Master: Mike Pimer: (203) 932-2159, Pager: (203 499-4599.

Notify a minimum of two weeks prior to start of work.

1.7 PRECONSTRUCTION CONFERENCE

The Contracting Officer will conduct a preconstruction conference with key Contractor personnel. The purpose of the conference is to review contract requirements and to establish a working relationship between the Contractor's Staff and the Corps of Engineers personnel who will be closely associated with the project. During the conference, the Contracting Officer will inform the Contractor concerning Job Safety, Quality Control, Labor Relations, and Environmental Protection. The Contractor's Superintendent and Quality Control Representative shall attend this conference. All submittals which are ready for submission prior to start of work may be brought to the conference for distribution to the participating reviewers.

- PART 2 PRODUCTS (Not Applicable)
- PART 3 EXECUTION (Not Applicable)
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SECTION 01270

MEASUREMENT AND PAYMENT

PART 1 GENERAL

1.1 REFERENCES (Not Applicable)

1.2 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-05 Design Data

Quantity Surveys

Submit originals of all field notes and all other records relating to the quantity surveys.

1.3 LUMP SUM PAYMENT ITEMS

Payment items for the work of this contract for which contract lump sum payments will be made are listed in the BIDDING SCHEDULE and described below. The lump sum price and payment made for each item listed shall constitute full compensation for furnishing all plant, labor, materials, and equipment, and performing any associated Contractor quality control, environmental protection, meeting safety requirements, tests and reports, and for performing all work required for which separate payment is not otherwise provided.

1.4 UNIT PRICE PAYMENT ITEMS

Payment items for the work of this contract on which the contract unit price payments will be made are listed in the BIDDING SCHEDULE and described below. The unit price and payment made for each item listed shall constitute full compensation for furnishing all plant, labor, materials, and equipment, and performing any associated Contractor quality control, environmental protection, meeting safety requirements, tests and reports, and for performing all work required for each of the unit price items. Submit originals of all field notes and all other records relating to Quantity Surveys.

1.5 BIDDING SCHEDULE - PAYMENT ITEMS

Payment items for the work of this contract on which the contract progress payments will be based are listed in the BIDDING SCHEDULE and are described below. All costs for items of work, which are not specifically mentioned to be included in a particular Bidding Schedule lump sum or unit price payment item, shall be included in the listed lump sum item most closely associated with the work involved.

- 1.5.1 Item No. 0001, "Mobilization and Demobilization"
 - a. Payment will be made for costs associated with mobilization and demobilization for dredging operations, as defined in Special Contract Requirements clause "PAYMENT FOR MOBILIZATION AND DEMOBILIZATION."
 - b. Unit of measure: lump sum.
- 1.5.2 Item No. 0002, "Maintenance Dredging and Disposal"
 - a. The contract price per cubic yard for Item No. 0002 "Maintenance Dredging and Disposal" shall include all cost of removal and disposal of all materials from the New Haven Harbor Federal Channel and Basin Areas specified in Section 02325 DREDGING and indicated on contract drawings.
 - b. The total amount of material removed and paid for under the contract for this Item, will be measured by the cubic yard in place by computing the volume between the bottom surface shown by soundings of the last pre-dredge survey made immediately before dredging begins and the bottom surface shown by the soundings of a post-dredge survey made as soon as practicable after the removal of the material, including that within the limits of the side slopes and specified channel overdepth as described in Section 02325 DREDGING, paragraph OVERDEPTH AND SIDE SLOPES, less any deductions that may be required for misplaced material described in paragraph DISPOSAL OF EXCAVATED MATERIAL.
 - c. The contract drawings listed in Special Contract Requirements, Paragraph "Contract Drawings, Maps and Specifications" are believed to accurately represent conditions existing on the date of the last survey shown on the drawings, but the depths and the specific areas to be dredged shown thereon will be verified and corrected by soundings taken by the Government immediately before dredging. Determination of quantities removed and the deductions made to determine quantities after having once been made by the Contracting Officer, will not be reopened, except on evidence of collusion, fraud, or obvious error.
 - d. Monthly partial payments will be based on approximate quantities determined by Contractor quality control surveys. The pre-dredge survey made immediately before dredging, and the post-dredge survey made as soon as practicable after the removal of the material, will be performed by the Government at no cost to the Contractor.
 - e. Unit of measure: cubic yard (CD).
- PART 2 PRODUCTS (Not Applicable)
- PART 3 EXECUTION (Not Applicable)
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1.10 NOTIFICATION OF NONCOMPLIANCE

SECTION 01312

QUALITY CONTROL SYSTEM (QCS)

1.1 GENERAL

The Government will use the Resident Management System for Windows (RMS) to assist in its monitoring and administration of this contract. The Contractor shall use the Government-furnished Construction Contractor Module of RMS, referred to as QCS, to record, maintain, and submit various information throughout the contract period. This joint Government-Contractor use of RMS and QCS will facilitate electronic exchange of information and overall management of the contract. QCS provides the means for the Contractor to input, track, and electronically share information with the Government in the following areas:

Administration
Finances
Quality Control
Submittal Monitoring
Scheduling
Import/Export of Data

1.1.1 Correspondence and Electronic Communications

For ease and speed of communications, both Government and Contractor will, to the maximum extent feasible, exchange correspondence and other documents in electronic format. Correspondence, pay requests and other documents comprising the official contract record shall also be provided in paper format, with signatures and dates where necessary. Paper documents will govern, in the event of discrepancy with the electronic version.

1.1.2 Other Factors

Particular attention is directed to Contract Clause, "Schedules for Construction Contracts", Contract Clause, "Payments", Section 01320A, PROJECT SCHEDULE, Section 01330, SUBMITTAL PROCEDURES, and Section 01451A, CONTRACTOR QUALITY CONTROL, which have a direct relationship to the reporting to be accomplished through QCS. Also, there is no separate payment for establishing and maintaining the QCS database; all costs associated therewith shall be included in the contract pricing for the work.

1.2 QCS SOFTWARE

QCS is a Windows-based program that can be run on a stand-alone personal computer or on a network. The Government will make available the QCS software to the Contractor after award of the construction contract. Prior to the Pre-Construction Conference, the Contractor shall be responsible to download, install and use the latest version of the QCS software from the Government's RMS Internet Website. Upon specific justification and request by the Contractor, the Government can provide QCS on 3-1/2 inch high-density diskettes or CD-ROM. Any program updates of QCS will be made available to the Contractor via the Government RMS Website as they become available.

1.3 SYSTEM REQUIREMENTS

The following listed hardware and software is the minimum system configuration that the Contractor shall have to run QCS:

Hardware

IBM-compatible PC with 200 MHz Pentium or higher processor

32+ MB RAM

4 GB hard drive disk space for sole use by the QCS system

3 1/2 inch high-density floppy drive

Compact disk (CD) Reader

Color monitor

Laser printer compatible with HP LaserJet III or better, with minimum 4 MB installed memory.

Connection to the Internet, minimum 28 BPS

Software

MS Windows 95 or newer version operating system (MS Windows NT 4.0 or newer is recommended)

Word Processing software compatible with MS Word 97 or newer

Internet browser

The Contractor's computer system shall be protected by virus protection software that is regularly upgraded with all issued manufacturer's updates throughout the life of the contract.

Electronic mail (E-mail) compatible with MS Outlook

1.4 RELATED INFORMATION

1.4.1 QCS User Guide

After contract award, the Contractor shall download instructions for the installation and use of QCS from the Government RMS Internet Website; the Contractor can obtain the current address from the Government. In case of justifiable difficulties, the Government will provide the Contractor with a CD-ROM containing these instructions.

1.4.2 Contractor Quality Control(CQC) Training

The use of QCS will be discussed with the Contractor's QC System Manager during the mandatory CQC Training class.

1.5 CONTRACT DATABASE

Prior to the pre-construction conference, the Government shall provide the Contractor with basic contract award data to use for QCS. The Government will provide data updates to the Contractor as needed, generally by files attached to E-mail. These updates will generally consist of submittal reviews, correspondence status, QA comments, and other administrative and OA data.

1.6 DATABASE MAINTENANCE

The Contractor shall establish, maintain, and update data for the contract in the QCS database throughout the duration of the contract. The Contractor shall establish and maintain the QCS database at the Contractor's site office. Data updates to the Government shall be submitted by E-mail with file attachments, e.g., daily reports, schedule updates, payment requests. If permitted by the Contracting Officer, a data diskette or CD-ROM may be used instead of E-mail (see Paragraph DATA SUBMISSION VIA COMPUTER DISKETTE OR CD-ROM). The QCS database typically shall include current data on the following items:

1.6.1 Administration

1.6.1.1 Contractor Information

The database shall contain the Contractor's name, address, telephone numbers, management staff, and other required items. Within 14 calendar days of receipt of QCS software from the Government, the Contractor shall deliver Contractor administrative data in electronic format via E-mail.

1.6.1.2 Subcontractor Information

The database shall contain the name, trade, address, phone numbers, and other required information for all subcontractors. A subcontractor must be listed separately for each trade to be performed. Each subcontractor/trade shall be assigned a unique Responsibility Code, provided in QCS. Within 14 calendar days of receipt of QCS software from the Government, the Contractor shall deliver subcontractor administrative data in electronic format via E-mail.

1.6.1.3 Correspondence

All Contractor correspondence to the Government shall be identified with a serial number. Correspondence initiated by the Contractor's site office shall be prefixed with "S". Letters initiated by the Contractor's home (main) office shall be prefixed with "H". Letters shall be numbered starting from 0001. (e.g., H-0001 or S-0001). The Government's letters to the Contractor will be prefixed with "C".

1.6.1.4 Equipment

The Contractor's QCS database shall contain a current list of equipment planned for use or being used on the jobsite, including the most recent and planned equipment inspection dates.

1.6.1.5 Management Reporting

QCS includes a number of reports that Contractor management can use to track the status of the project. The value of these reports is reflective of the quality of the data input, and is maintained in the various sections

of QCS. Among these reports are: Progress Payment Request worksheet, QA/QC comments, Submittal Register Status, Three-Phase Inspection checklists.

1.6.2 Finances

1.6.2.1 Pay Activity Data

The QCS database shall include a list of pay activities that the Contractor shall develop in conjunction with the construction schedule. The sum of all pay activities shall be equal to the total contract amount, including modifications. Pay activities shall be grouped by Contract Line Item Number (CLIN), and the sum of the activities shall equal the amount of each CLIN. The total of all CLINs equals the Contract Amount.

1.6.2.2 Payment Requests

All progress payment requests shall be prepared using QCS. The Contractor shall complete the payment request worksheet and include it with the payment request. The work completed under the contract, measured as percent or as specific quantities, shall be updated at least monthly. After the update, the Contractor shall generate a payment request report using QCS. The Contractor shall submit the payment requests with supporting data by E-mail with file attachment(s). If permitted by the Contracting Officer, a data diskette may be used instead of E-mail. A signed paper copy of the approved payment request is also required, which shall govern in the event of discrepancy with the electronic version.

1.6.3 Quality Control (QC)

QCS provides a means to track implementation of the 3-phase QC Control System, prepare daily reports, identify and track deficiencies, document progress of work, and support other contractor QC requirements. The Contractor shall maintain this data on a daily basis. Entered data will automatically output to the QCS generated daily report. The Contractor shall provide the Government a Contractor Quality Control (CQC) Plan within the time required in Section 01451A, CONTRACTOR QUALITY CONTROL. Within seven calendar days of Government acceptance, the Contractor shall submit a data diskette or CD-ROM reflecting the information contained in the accepted CQC Plan: schedule, pay activities, features of work, submittal register, QC requirements, and equipment list.

1.6.3.1 Daily Contractor Quality Control (CQC) Reports.

QCS includes the means to produce the Daily CQC Report. The Contractor may use other formats to record basic QC data. However, the Daily CQC Report generated by QCS shall be the Contractor's official report. Data from any supplemental reports by the Contractor shall be summarized and consolidated onto the QCS-generated Daily CQC Report. Daily CQC Reports shall be submitted as required by Section 01451, CONTRACTOR QUALITY CONTROL. Reports shall be submitted electronically to the Government using E-mail or diskette within 24 hours after the date covered by the report. Use of either mode of submittal shall be coordinated with the Government representative. The Contractor shall also provide the Government a signed, printed copy of the daily CQC report.

1.6.3.2 Deficiency Tracking.

The Contractor shall use QCS to track deficiencies. Deficiencies identified by the Contractor will be numerically tracked using QC punch

list items. The Contractor shall maintain a current log of its QC punch list items in the QCS database. The Government will log the deficiencies it has identified using its QA punch list items. The Government's QA punch list items will be included in its export file to the Contractor. The Contractor shall regularly update the correction status of both QC and QA punch list items.

1.6.3.3 Three-Phase Control Meetings

The Contractor shall maintain scheduled and actual dates and times of preparatory and initial control meetings in QCS.

1.6.3.4 Accident/Safety Tracking.

The Government will issue safety comments, directions, or guidance whenever safety deficiencies are observed. The Government's safety comments will be included in its export file to the Contractor. The Contractor shall regularly update the correction status of the safety comments. In addition, the Contractor shall utilize QCS to advise the Government of any accidents occurring on the jobsite. This brief supplemental entry is not to be considered as a substitute for completion of mandatory reports, e.g., ENG Form 3394 and OSHA Form 200.

1.6.3.5 Features of Work

The Contractor shall include a complete list of the features of work in the QCS database. A feature of work may be associated with multiple pay activities. However, each pay activity (see subparagraph "Pay Activity Data" of paragraph "Finances") will only be linked to a single feature of work.

1.6.3.6 QC Requirements

The Contractor shall develop and maintain a complete list of QC testing, transferred and installed property, and user training requirements in QCS. The Contractor shall update all data on these QC requirements as work progresses, and shall promptly provide this information to the Government via QCS.

1.6.4 Submittal Management

The Government will provide the initial submittal register, ENG Form 4288, SUBMITTAL REGISTER, in electronic format. Thereafter, the Contractor shall maintain a complete list of all submittals, including completion of all data columns. Dates on which submittals are received and returned by the Government will be included in its export file to the Contractor. The Contractor shall use QCS to track and transmit all submittals. ENG Form 4025, submittal transmittal form, and the submittal register update, ENG Form 4288, shall be produced using QCS. RMS will be used to update, store and exchange submittal registers and transmittals, but will not be used for storage of actual submittals.

1.6.5 Schedule

The Contractor shall develop a construction schedule consisting of pay activities, in accordance with Contract Clause "Schedules for Construction Contracts". This schedule shall be input and maintained in the QCS database either manually or by using the Standard Data Exchange Format (SDEF). The updated schedule data shall be included with each pay request

submitted by the Contractor.

1.6.6 Import/Export of Data

QCS includes the ability to export Contractor data to the Government and to import submittal register and other Government-provided data, and schedule data using SDEF.

1.7 IMPLEMENTATION

Contractor use of QCS as described in the preceding paragraphs is mandatory. The Contractor shall ensure that sufficient resources are available to maintain its QCS database, and to provide the Government with regular database updates. QCS shall be an integral part of the Contractor's management of quality control.

1.8 DATA SUBMISSION VIA COMPUTER DISKETTE OR CD-ROM

The Government-preferred method for Contractor's submission of updates, payment requests, correspondence and other data is by E-mail with file attachment(s). For locations where this is not feasible, the Contracting Officer may permit use of computer diskettes or CD-ROM for data transfer. Data on the disks or CDs shall be exported using the QCS built-in export function. If used, diskettes and CD-ROMs will be submitted in accordance with the following:

1.8.1 File Medium

The Contractor shall submit required data on 3-1/2 inch double-sided high-density diskettes formatted to hold 1.44 MB of data, capable of running under Microsoft Windows 95 or newer. Alternatively, CD-ROMs may be used. They shall conform to industry standards used in the United States. All data shall be provided in English.

1.8.2 Disk or CD-ROM Labels

The Contractor shall affix a permanent exterior label to each diskette and CD-ROM submitted. The label shall indicate in English, the QCS file name, full contract number, contract name, project location, data date, name and telephone number of person responsible for the data.

1.8.3 File Names

The Government will provide the file names to be used by the Contractor with the QCS software.

1.9 MONTHLY COORDINATION MEETING

The Contractor shall update the QCS database each workday. At least monthly, the Contractor shall generate and submit an export file to the Government with schedule update and progress payment request. As required in Contract Clause "Payments", at least one week prior to submittal, the Contractor shall meet with the Government representative to review the planned progress payment data submission for errors and omissions. The Contractor shall make all required corrections prior to Government acceptance of the export file and progress payment request. Payment requests accompanied by incomplete or incorrect data submittals will be returned. The Government will not process progress payments until an acceptable QCS export file is received.

1.10 NOTIFICATION OF NONCOMPLIANCE

The Contracting Officer will notify the Contractor of any detected noncompliance with the requirements of this specification. The Contractor shall take immediate corrective action after receipt of such notice. Such notice, when delivered to the Contractor at the work site, shall be deemed sufficient for the purpose of notification.

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SECTION 01330

SUBMITTAL PROCEDURES

1.1 SUBMITTAL IDENTIFICATION (SD)

Submittals required are identified by SD numbers and titles as follows:

SD-01 Preconstruction Submittals

SD-02 Shop Drawings

SD-05 Design Data

1.2 SUBMITTAL CLASSIFICATION

Submittals are classified as follows:

1.2.1 Government Approved

Government approval is required for extensions of design, critical materials, deviations, equipment whose compatibility with the entire system must be checked, and other items as designated by the Contracting Officer. Within the terms of the Contract Clause entitled "Specifications and Drawings for Construction," they are considered to be "shop drawings."

1.2.2 Information Only

All submittals not requiring Government approval will be for information only. They are not considered to be "shop drawings" within the terms of the Contract Clause referred to above.

1.3 APPROVED SUBMITTALS

The Contracting Officer's approval of submittals shall not be construed as a complete check, but will indicate only that the general method of construction, materials, detailing and other information are satisfactory. Approval will not relieve the Contractor of the responsibility for any error which may exist, as the Contractor under the Contractor Quality Control (CQC) requirements of this contract is responsible for the satisfactory construction of all work. After submittals have been approved by the Contracting Officer, no resubmittal for the purpose of substituting materials or equipment will be considered unless accompanied by an explanation of why a substitution is necessary.

1.4 DISAPPROVED SUBMITTALS

The Contractor shall make all corrections required by the Contracting Officer and promptly furnish a corrected submittal in the form and number of copies specified for the initial submittal. If the Contractor considers any correction indicated on the submittals to constitute a change to the contract, a notice in accordance with the Contract Clause "Changes" shall be given promptly to the Contracting Officer.

1.5 WITHHOLDING OF PAYMENT

Payment for materials incorporated in the work will not be made if required approvals have not been obtained.

1.6 GENERAL

The Contractor shall make submittals as required by the specifications. The Contracting Officer may request submittals in addition to those specified when deemed necessary to adequately describe the work covered in the respective sections. Units used on all submittals shall be the same as those used in the contract drawings. Each submittal shall be complete and in sufficient detail to allow ready determination of compliance with contract requirements. Prior to submittal, all items shall be checked and approved by the Contractor's Quality Control (CQC) System Manager and each item shall be stamped, signed, and dated by the CQC System Manager indicating action taken. Proposed deviations from the contract requirements shall be clearly identified.

1.7 SUBMITTAL REGISTER

At the end of this section is a submittal register showing items for which submittals are required by the specifications; this list may not be all inclusive and additional submittals may be required. The Contractor shall maintain a submittal register for the project in accordance with Section 01312 QUALITY CONTROL SYSTEM (QCS). The Contractor shall track all submittals.

1.8 SCHEDULING

Submittals covering component items forming a system or items that are interrelated shall be scheduled to be coordinated and submitted concurrently. Certifications to be submitted with the pertinent drawings shall be so scheduled. Adequate time (a minimum of 21 calendar days exclusive of mailing time) shall be allowed and shown on the register for review and approval. No delay damages or time extensions will be allowed for time lost in late submittals.

1.9 TRANSMITTAL FORM (ENG FORM 4025)

The sample transmittal form (ENG Form 4025) attached to this section shall be used for submitting both Government approved and information only submittals in accordance with the instructions on the reverse side of the form. These forms are included in the QCS software that the Contractor is required to use for this contract. This form shall be properly completed by filling out all the heading blank spaces and identifying each item submitted. Special care shall be exercised to ensure proper listing of the specification paragraph and/or sheet number of the contract drawings pertinent to the data submitted for each item.

1.10 SUBMITTAL PROCEDURE

Submittals shall be made as follows:

1.10.1 Procedures for Review Copies

Submit six (6) copies of each submittal item with an attached ENG FORM 4025 Transmittal Form.

- a. Construction/Operations Division ("C" Reviewer): A "C" in column "f" indicates that the submittal review action is by New England District Construction/Operations Division. Send all such submittals to the project Resident or Area Engineer, as applicable.
- b. Engineering/Planning Division ("E" Reviewer): An "E" on the attached submittal register, column "f" indicates that the submittal review action is by the New England District, Engineering/Planning Division. Send all such submittals to the U.S. Army Corps of Engineers, New England District 696 Virginia Road, Concord, Massachusetts 01742-2751.
- c. Safety Office ("S" Reviewer): An "S" on the attached submittal register, column "f" indicates that the submittal review action is by the New England District Safety Officer. Send all such submittals to the U.S. Army Corps of Engineers, New England District 696 Virginia Road, Concord, Massachusetts 01742-2751.

1.10.2 Procedures for Informational Copies

Each copy of a submittal item shall have an attached transmittal ENG FORM 4025. In addition to the above, and concurrent with the submittal review process, as indicated below, separate information copies of ENG FORM 4025, only, (i.e., without enclosures) shall be forwarded by the Contractor directly to each of the following, as applicable:

- a. Submittals reviewed by Resident Engineer ("C" reviewer): One copy each to the Area Engineer, and the Construction/Operations Division.
- b. Submittals reviewed by Area Engineer ("C" reviewer): One copy each to the Resident Engineer, and the Construction/Operations Division.
- c. Submittals reviewed by Engineering/Planning ("E reviewer") Division, NAE: One copy each to the Area Engineer, the Resident Engineer, and the Construction/Operations Division.
- d. Additional information copies for a submittal may be directed; these shall be to addresses indicated in specification section and concurrent with the submittal. Send Resident Engineer one copy of transmittal letters to the addressee.
- e. Submittals reviewed by the Safety Office, ("S reviewer"): One copy each to the Area Engineer, the Resident Engineer, and the Construction/Operations Division.

1.10.3 Information on Submittal Status

All Contractor requests for current status of submittal reviews shall be made through the Resident Engineer.

1.10.4 Deviations

For submittals which include proposed deviations requested by the Contractor, the column "variation" of ENG Form 4025 shall be checked. The Contractor shall set forth in writing the reason for any deviations and annotate such deviations on the submittal. The Government reserves the right to rescind inadvertent approval of submittals containing unnoted deviations.

1.11 CONTROL OF SUBMITTALS

The Contractor shall carefully control his procurement operations to ensure that each individual submittal is made on or before the Contractor scheduled submittal date shown on the approved "Submittal Register."

1.12 GOVERNMENT APPROVED SUBMITTALS

Upon completion of review of submittals requiring Government approval, the submittals will be identified as having received approval by being so stamped and dated. Four copies of the submittal will be retained by the Contracting Officer and two copies of the submittal will be returned to the Contractor.

1.13 INFORMATION ONLY SUBMITTALS

Normally submittals for information only will not be returned. Approval of the Contracting Officer is not required on information only submittals. The Government reserves the right to require the Contractor to resubmit any item found not to comply with the contract. This does not relieve the Contractor from the obligation to furnish material conforming to the plans and specifications; will not prevent the Contracting Officer from requiring removal and replacement of nonconforming material incorporated in the work; and does not relieve the Contractor of the requirement to furnish samples for testing by the Government laboratory or for check testing by the Government in those instances where the technical specifications so prescribe.

1.14 STAMPS

Stamps used by the Contractor on the submittal data to certify that the submittal meets contract requirements shall be similar to the following:

-- End of Section --

SUBMITTAL REGISTER

CONTRACT NO.

DACW33-03-B-0001

TITLE AND LOCATION			CONTRACTOR													
New H	aven Hark	oor Maintenance Dredging														
		DESCRIPTION ITEM SUBMITTED		G O		CONTRACTOR: CHEDULE DATES		CONTRACTOR ACTION			API	APPROVING AUTHORITY				
T R A N S T M I V T T T A L N O O	8 P E C 8 E C T		P A R A G # A P H	CLASR A/E REVWR	SUBMIT	APPROVAL NEEDED BY	MATERIAL NEEDED BY	A C T I O N C O D E	DATE OF ACTION	FROM	TO OTHER	DATE RCD FROM OTH REVIEWER	D	DATE OF ACTION	MAILED TO CONTR/ DATE RCD FRM APPR AUTH	REMARKS
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	01110	SD-01 Preconstruction Submittals														
		Progress Schedule	1.4.2	G C												
	01270	SD-05 Design Data														
		Quantity Surveys	1.4													
	01355	SD-01 Preconstruction Submittals														
		Environmental Protection Plan	1.7	G E									<u> </u>			
	01500	SD-01 Preconstruction Submittals				-				-						
		Site Plan		G C		-				-						
		SD-02 Shop Drawings				-				-						
		Temporary Electrical System		G C		-				-						
_	01545	SD-01 Preconstruction Submittals											-			
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		SD-05 Design Data			1	1		\vdash		1			\vdash			
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SUBMITTAL REGISTER

CONTRACT NO.

DACW33-03-B-0001

TITLE AND LOCATION CONTRACTOR New Haven Harbor Maintenance Dredging CONTRACTOR: SCHEDULE DATES CONTRACTOR ACTION APPROVING AUTHORITY G 0 V С Т R Α Α 0 Ν S R S M С S S P E F R MAILED Ε 0 DATE FWD 0 Ċ TO APPR С Ν TO CONTR/ G # Α R AUTH/ S Ε R E V MATERIAL 0 APPROVAL 0 DATE DATE RCD DATE FWD DATE RCD DATE RCD DESCRIPTION Α DATE FRM APPR AUTH TO OTHER FROM OTH Ν Ν С Р 0 W NEEDED NEEDED D OF FROM D E OF ACTION 0 0 ITEM SUBMITTED Ν R **SUBMIT** BY Ε CONTR REVIEWER REVIEWER **ACTION** REMARKS (a) (b) (c) (d) (e) (f) (i) (j) (k) (I) (m) (n) (o) (p) (q) (r) 02325 Equipment and Performance Data Daily/Monthly Report of Operations

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	CATION SEC. NO. (Cover only one section with ansmittal)	PROJECT TITLE AND LOCATION					CHECK ONE: TI			
ITEM NO.	DESCRIPTION OF ITEM S (Type size, model num b.		MFG OR CONTR. CAT., CURVE DRAWING OR BROCHURE NO. (See instruction no. 8)	NO. OF COPIES	SPEC. PARA. NO. e.	REFERENCE MENT DRAWING SHEET NO. f.	FOR CONTRACTOR USE CODE	VARIATION	_	
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INSTRUCTIONS

- 1. Section I will be initiated by the Contractor in the required number of copies.
- 2. Each transmittal shall be numbered consecutively in the space provided for "Transmittal No.". This number, in addition to the contract number, will form a serial number for identifying each submittal. For new submittals or resubmittals mark the appropriate box; on resubmittals, insert transmittal number of last submission as well as the new submittal number.
- 3. The "Item No." will be the same "Item No." as indicated on ENG FORM 4288-R for each entry on this form.
- 4. Submittals requiring expeditious handling will be submitted on a separate form.
- 5. Separate transmittal form will be used for submittals under separate sections of the specifications.
- 6. A check shall be placed in the "Variation" column when a submittal is not in accordance with the plans and specifications--also, a written statement to that effect shall be included in the space provided for "Remarks".
- 7. Form is self-transmittal, letter of transmittal is not required.
- 8. When a sample of material or Manufacturer's Certificate of Compliance is transmitted, indicate "Sample" or "Certificate" in column c, Section I.
- 9. U.S. Army Corps of Engineers approving authority will assign action codes as indicated below in space provided in Section I, column i to each item submitted. In addition they will ensure enclosures are indicated and attached to the form prior to return to the contractor. The Contractor will assign action codes as indicated below in Section I, column g, to each item submitted.

THE FOLLOWING ACTION CODES ARE GIVEN TO ITEMS SUBMITTED

A -- Approved as submitted. E -- Disapproved (See attached).

B -- Approved, except as noted on drawings. F -- Receipt acknowledged.

C -- Approved, except as noted on drawings. FX -- Receipt acknowledged, does not comply as noted with contract requirements.

D -- Will be returned by separate correspondence. G -- Other (Specify)

10. Approval of items does not relieve the contractor from complying with all the requirements of the contract plans and specifications.

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DIVISION 01 - GENERAL REQUIREMENTS

SECTION 01355

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-- End of Section Table of Contents --

SECTION 01355

ENVIRONMENTAL PROTECTION

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

U.S. NATIONAL ARCHIVES AND RECORDS ADMINISTRATION (NARA)

33 CFR 328	Definitions
40 CFR 68	Chemical Accident Prevention Provisions
40 CFR 279	Standards for the Management of Used Oil
40 CFR 302	Designation, Reportable Quantities, and Notification
40 CFR 355	Emergency Planning and Notification

U.S. ARMY CORPS OF ENGINEERS (USACE)

EM 385-1-1 (1996) U.S. Army Corps on Engineers Safety and Health Requirements Manual

1.2 DEFINITIONS

1.2.1 Environmental Pollution and Damage

Environmental pollution and damage is the presence of chemical, physical, or biological elements or agents which adversely affect human health or welfare; unfavorably alter ecological balances of importance to human life; affect other species of importance to humankind; or degrade the environment aesthetically, culturally and/or historically.

1.2.2 Environmental Protection

Environmental protection is the prevention/control of pollution and habitat disruption that may occur to the environment during construction. The control of environmental pollution and damage requires consideration of land, water, and air; biological and cultural resources; and includes management of visual aesthetics; noise; solid, chemical, gaseous, and liquid waste; radiant energy and radioactive material as well as other pollutants.

1.2.3 Contractor Generated Hazardous Waste

Contractor generated hazardous waste means materials that, if abandoned or disposed of, may meet the definition of a hazardous waste. These waste streams would typically consist of material brought on site by the Contractor to execute work, but are not fully consumed during the course of construction. Examples include, but are not limited to, excess paint thinners (i.e. methyl ethyl ketone, toluene etc.), waste thinners, excess paints, excess solvents, waste solvents, and excess pesticides, and contaminated pesticide equipment rinse water.

1.2.4 Waters of the United States

All waters which are under the jurisdiction of the Clean Water Act, as defined in 33 CFR 328.

1.3 GENERAL REQUIREMENTS

The Contractor shall minimize environmental pollution and damage that may occur as the result of construction operations. The environmental resources within the project boundaries and those affected outside the limits of permanent work shall be protected during the entire duration of this contract. The Contractor shall comply with all applicable environmental Federal, State, and local laws and regulations. The Contractor shall be responsible for any delays resulting from failure to comply with environmental laws and regulations.

1.4 SUBCONTRACTORS

The Contractor shall ensure compliance with this section by subcontractors.

1.5 PAYMENT

No separate payment will be made for work covered under this section. The Contractor shall be responsible for payment of fees associated with environmental permits, application, and/or notices obtained by the Contractor. All costs associated with this section shall be included in the contract price. The Contractor shall be responsible for payment of all fines/fees for violation or non-compliance with Federal, State, Regional and local laws and regulations.

1.6 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-01 Preconstruction Submittals

Environmental Protection Plan; G, E

The environmental protection plan.

1.7 ENVIRONMENTAL PROTECTION PLAN

Prior to commencing construction activities or delivery of materials to the site, the Contractor shall submit an Environmental Protection Plan for review and approval by the Contracting Officer. The purpose of the

Environmental Protection Plan is to present a comprehensive overview of known or potential environmental issues which the Contractor must address during construction. Issues of concern shall be defined within the Environmental Protection Plan as outlined in this section. The Contractor shall address each topic at a level of detail commensurate with the environmental issue and required construction task(s). Topics or issues which are not identified in this section, but which the Contractor considers necessary, shall be identified and discussed after those items formally identified in this section. Prior to submittal of the Environmental Protection Plan, the Contractor shall meet with the Contracting Officer for the purpose of discussing the implementation of the initial Environmental Protection Plan; possible subsequent additions and revisions to the plan including any reporting requirements; and methods for administration of the Contractor's Environmental Plans. The Environmental Protection Plan shall be current and maintained onsite by the Contractor.

1.7.1 Compliance

No requirement in this Section shall be construed as relieving the Contractor of any applicable Federal, State, and local environmental protection laws and regulations. During Construction, the Contractor shall be responsible for identifying, implementing, and submitting for approval any additional requirements to be included in the Environmental Protection Plan.

1.7.2 Contents

The environmental protection plan shall include, but shall not be limited to, the following:

- a. Name(s) of person(s) within the Contractor's organization who is(are) responsible for ensuring adherence to the Environmental Protection Plan.
- b. Name(s) and qualifications of person(s) responsible for manifesting hazardous waste to be removed from the site, if applicable.
- c. Name(s) and qualifications of person(s) responsible for training the Contractor's environmental protection personnel.
- d. Description of the Contractor's environmental protection personnel training program.
- e. Work area plan showing the proposed activity in each portion of the area and identifying the areas of limited use or nonuse. Plan should include measures for marking the limits of use areas including methods for protection of features to be preserved within authorized work areas.
- f. The Spill Control plan shall include the procedures, instructions, and reports to be used in the event of an unforeseen spill of a substance regulated by 40 CFR 68, 40 CFR 302, 40 CFR 355, and/or regulated under State or Local laws and regulations. The Spill Control Plan supplements the requirements of EM 385-1-1. This plan shall include as a minimum:
 - 1. The name of the individual who will report any spills or hazardous substance releases and who will follow up with complete documentation. This individual shall immediately notify the Contracting Officer and the local Fire Department in addition to

the legally required Federal, State, and local reporting channels (including the National Response Center 1-800-424-8802) if a reportable quantity is released to the environment. The plan shall contain a list of the required reporting channels and telephone numbers.

- 2. The name and qualifications of the individual who will be responsible for implementing and supervising the containment and cleanup.
- 3. Training requirements for Contractor's personnel and methods of accomplishing the training.
- 4. A list of materials and equipment to be immediately available at the job site, tailored to cleanup work of the potential hazard(s) identified.
- 5. The names and locations of suppliers of containment materials and locations of additional fuel oil recovery, cleanup, restoration, and material-placement equipment available in case of an unforeseen spill emergency.
- 6. The methods and procedures to be used for expeditious contaminant cleanup.
- g. A recycling and solid waste minimization plan with a list of measures to reduce consumption of energy and natural resources. The plan shall detail the Contractor's actions to comply with and to participate in Federal, State, Regional, and local government sponsored recycling programs to reduce the volume of solid waste at the source.
- h. An air pollution control plan detailing provisions to assure that dust, debris, materials, trash, etc., do not become air borne and travel off the project site.
- i. A contaminant prevention plan that: identifies potentially hazardous substances to be used on the job site; identifies the intended actions to prevent introduction of such materials into the air, water, or ground; and details provisions for compliance with Federal, State, and local laws and regulations for storage and handling of these materials. In accordance with EM 385-1-1, a copy of the Material Safety Data Sheets (MSDS) and the maximum quantity of each hazardous material to be on site at any given time shall be included in the contaminant prevention plan. As new hazardous materials are brought on site or removed from the site, the plan shall be updated.
- j. A historical, archaeological, cultural resources biological resources and wetlands plan that defines procedures for identifying and protecting historical archaeological, cultural resources, biological resources and wetlands not previously known to be onsite or in the area discovered during construction. The plan shall include methods to assure the protection of known or discovered resources and shall identify lines of communication between Contractor personnel and the Contracting Officer.

1.7.3 Appendix

Copies of all environmental permits, permit application packages, approvals to construct, notifications, certifications, reports, and termination

documents shall be attached, as an appendix, to the Environmental Protection Plan.

1.8 SPECIAL ENVIRONMENTAL REQUIREMENTS

The Contractor shall comply with the special environmental requirements listed in this Section and included at the end of this section.

1.8.1 Shellfish Beds and Grounds

Oyster beds are located adjacent to the New Haven channel. The Contractor shall conduct his work in a manner such that no justifiable claim may arise based on alleged damage to the shellfish beds. The Contractor's dredge and other floating plant and equipment shall not travel outside the sideslope limits of the channel and turning basin.

1.9 ENVIRONMENTAL ASSESSMENT OF CONTRACT DEVIATIONS

Any deviations, requested by the Contractor, from the drawings, plans and specifications which may have an environmental impact will be subject to approval by the Contracting Officer and may require an extended review, processing, and approval time. The Contracting Officer reserves the right to disapprove alternate methods, even if they are more cost effective, if the Contracting Officer determines that the proposed alternate method will have an adverse environmental impact.

1.10 NOTIFICATION

The Contracting Officer will notify the Contractor in writing of any observed noncompliance with Federal, State or local environmental laws or regulations, permits, and other elements of the Contractor's Environmental Protection plan. The Contractor shall, after receipt of such notice, inform the Contracting Officer of the proposed corrective action and take such action when approved by the Contracting Officer. The Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No time extensions shall be granted or equitable adjustments allowed to the Contractor for any such suspensions. This is in addition to any other actions the Contracting Officer may take under the contract, or in accordance with the Federal Acquisition Regulation or Federal Law.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.1 ENVIRONMENTAL PERMITS AND COMMITMENTS

This section supplements the Contractor's responsibility under the contract clause PERMITS AND RESPONSIBILITIES to the extent that the Government has already obtained the listed environmental permits issued for this project. A Water Quality Certification (WQC) issued by the Connecticut Department of Environmental Protection; and Coastal Zone Consistency Determination have been obtained for this project. The Contractor shall comply with WQC terms and conditions that are applicable to this contract. Such applicable terms and conditions have been extracted from the permits and are specified in the various sections of these specifications and on the contract drawings. The above referenced documents shall not be relied on for contract requirements. In the event a discrepancy is discovered between the reference documents and these specifications or the contract drawings, the

Contractor shall notify the Contracting Officer for clarification. The Contracting Officer will rely on WQC requirements and conditions to resolve perceived conflicts. Copies of the WQC, and the Coastal Zone Consistency Determination obtained for this project are included at the end of this section for reference only. References in the documents to drawings attached at the end of the documents shall be taken to mean the contract drawings.

3.2 LAND RESOURCES

The Contractor shall confine all activities to areas defined by the drawings and specifications. Prior to the beginning of any construction, the Contractor shall identify any land resources to be preserved within the work area. The Contractor shall not remove, cut, deface, injure, or destroy land resources including trees, shrubs, vines, grasses, topsoil, and land forms without approval. No ropes, cables, or guys shall be fastened to or attached to any trees for anchorage unless specifically authorized. The Contractor shall provide effective protection for land and vegetation resources at all times as defined in the following subparagraphs. Stone, soil, or other materials displaced into uncleared areas shall be removed by the Contractor.

3.2.1 Work Area Limits

Prior to commencing construction activities, the Contractor shall mark the areas that need not be disturbed under this contract as directed by the Contracting Officer. Isolated areas within the general work area which are not to be disturbed shall be marked or fenced. Monuments and markers shall be protected before construction operations commence. Where construction operations are to be conducted during darkness, any markers shall be visible in the dark. The Contractor's personnel shall be knowledgeable of the purpose for marking and/or protecting particular objects.

3.2.2 Contractor Facilities and Work Areas

The Contractor's field offices, staging areas, stockpile storage, and temporary buildings shall be placed in areas designated on the drawings or as directed by the Contracting Officer. Temporary movement or relocation of Contractor facilities shall be made only when approved. Temporary excavation and embankments for plant and/or work areas shall be controlled to protect adjacent areas.

3.3 WATER RESOURCES

The Contractor shall monitor construction activities to prevent pollution of surface and ground waters. Toxic or hazardous chemicals shall not be applied to soil or vegetation unless otherwise indicated. All water areas affected by construction activities shall be monitored by the Contractor.

3.4 AIR RESOURCES

Equipment operation, activities, or processes performed by the Contractor shall be in accordance with all Federal and State air emission and performance laws and standards.

3.4.1 Particulates

Dust particles and gaseous by-products from construction activities shall be controlled at all times. The Contractor shall maintain temporary access

roads, plant sites, spoil areas, and other work areas within or outside the project boundaries free from particulates which would cause the Federal, State, and local air pollution standards to be exceeded or which would cause a hazard or a nuisance. Sprinkling, chemical treatment of an approved type, or other methods will be permitted to control particulates in the work area. Sprinkling, to be efficient, must be repeated to keep the disturbed area damp at all times. The Contractor must have sufficient, competent equipment available to accomplish these tasks. Particulate control shall be performed as the work proceeds and whenever a particulate nuisance or hazard occurs. The Contractor shall comply with all State and local visibility regulations.

3.4.2 Odors

Odors from construction activities shall be controlled at all times. The odors shall not cause a health hazard and shall be in compliance with State regulations and/or local ordinances.

3.4.3 Sound Intrusions

The Contractor shall keep construction activities under surveillance and control to minimize environment damage by noise. The Contractor shall comply with the provisions of the State of Connecticut rules.

3.4.4 Burning

Burning shall be prohibited on the premises.

3.5 CHEMICAL MATERIALS MANAGEMENT AND WASTE DISPOSAL

Disposal of wastes shall be as directed below, unless otherwise specified in other sections and/or shown on the drawings.

3.5.1 Solid Wastes

Solid wastes shall be placed in containers which are emptied on a regular schedule. Handling, storage, and disposal shall be conducted to prevent contamination. Segregation measures shall be employed so that no hazardous or toxic waste will become co-mingled with solid waste. The Contractor shall transport solid waste off site and dispose of it in compliance with Federal, State, and local requirements for solid waste disposal. The Contractor shall verify that the selected transporters and disposal facilities have the necessary permits and licenses to operate. The Contractor shall comply with Federal, State, and local laws and regulations pertaining to the use of landfill areas.

3.5.2 Fuel and Lubricants

Storage, fueling and lubrication of equipment and motor vehicles shall be conducted in a manner that affords the maximum protection against spill and evaporation. Fuel, lubricants and oil shall be managed and stored in accordance with all Federal, State, Regional, and local laws and regulations. Used lubricants and used oil to be discarded shall be stored in marked corrosion-resistant containers and recycled or disposed in accordance with 40 CFR 279, State, and local laws and regulations. Storage of fuel on the project site shall be accordance with all Federal, State, and local laws and regulations.

3.6 HISTORICAL, ARCHAEOLOGICAL, AND CULTURAL RESOURCES

If during excavation or other construction activities any previously unidentified or unanticipated historical, archaeological, and cultural resources are discovered or found, all activities that may damage or alter such resources shall be temporarily suspended. Resources covered by this paragraph include but are not limited to: any human skeletal remains or burials; artifacts; shell, midden, bone, charcoal, or other deposits; rock or other constructed features; and any indication of agricultural or other human activities. Upon such discovery or find, the Contractor shall immediately notify the Contracting Officer so that the appropriate authorities may be notified and a determination made as to their significance and what, if any, special disposition of the finds should be made. The Contractor shall cease all activities that may result in impact to or the destruction of these resources. The Contractor shall secure the area and prevent employees or other persons from trespassing on, removing, or otherwise disturbing such resources.

3.7 BIOLOGICAL RESOURCES

The Contractor shall minimize interference with, disturbance to, and damage to fish, wildlife, and plants including their habitat. The Contractor shall be responsible for the protection of threatened and endangered animal and plant species including their habitat in accordance with Federal, State, Regional, and local laws and regulations.

3.8 PREVIOUSLY USED EQUIPMENT

The Contractor shall clean all previously used construction equipment prior to bringing it onto the project site. The Contractor shall ensure that the equipment is free from soil residuals, egg deposits from plant pests, noxious weeds, and plant seeds. The Contractor shall consult with the USDA jurisdictional office for additional cleaning requirements.

3.9 MAINTENANCE OF POLLUTION FACILITIES

The Contractor shall maintain permanent and temporary pollution control facilities and devices for the duration of the contract or for that length of time construction activities create the particular pollutant.

3.10 TRAINING OF CONTRACTOR PERSONNEL

The Contractor's personnel shall be trained in all phases of environmental protection and pollution control. The Contractor shall conduct environmental protection/pollution control meetings for all Contractor personnel prior to commencing construction activities. Additional meetings shall be conducted for new personnel and when site conditions change. The training and meeting agenda shall include: methods of detecting and avoiding pollution; familiarization with statutory and contractual pollution standards; installation and care of devices, vegetative covers, and instruments required for monitoring purposes to ensure adequate and continuous environmental protection/pollution control; anticipated hazardous or toxic chemicals or wastes, and other regulated contaminants; recognition and protection of archaeological sites, artifacts, wetlands, and endangered species and their habitat that are known to be in the area.

3.11 POST CONSTRUCTION CLEANUP

The Contractor shall clean up all areas used for construction in accordance with Contract Clause: "Cleaning Up". The Contractor shall, unless

otherwise instructed in writing by the Contracting Officer, obliterate all signs of temporary construction facilities such as work area, structures, foundations of temporary structures, stockpiles of excess or waste materials, and other vestiges of construction prior to final acceptance of the work. The disturbed area shall be graded unless otherwise indicated.





STATE OF CONNECTICUT DEPARTMENT OF ENVIRONMENTAL PROTECTION



WATER QUALITY CERTIFICATE

Water Quality Certificate No: 200201380-KZ

City: New Haven

Work Area: New Haven Harbor federal navigation channel and turning

basin

Certificate Holder: U.S. Army Corps of Engineers, New England Division

696 Virginia Road

Concord, MA 10742-2751

Pursuant to section 401 of the Federal Clean Water Act, as amended; Section 307 of the Federal Coastal Zone Management Act and volume 15 of the Code of Federal Regulations, Part 930, Federal Consistency with Approved Coastal Management Programs; and in accordance with section 22a-98 of the General Statutes, and the Connecticut Water Quality Standards dated April, 1997, a water quality certificate (certificate) and federal coastal zone management consistency concurrence are hereby granted by the Commissioner of Environmental Protection (Commissioner) to dredge the New Haven Harbor federal navigation channel and turning basin for commercial shipping as is more specifically described below in the SCOPE OF AUTHORIZATION, in New Haven Harbor identified as the "work area" above.

*****NOTICE TO CERTIFICATE HOLDER AND CONTRACTORS*****

FAILURE TO CONFORM TO THE TERMS AND CONDITIONS OF THIS CERTIFICATE MAY SUBJECT THE CERTIFICATE HOLDER AND ANY CONTRACTOR TO ENFORCEMENT ACTIONS, INCLUDING PENALTIES AND INJUNCTIONS, AS PROVIDED BY LAW.

SCOPE OF AUTHORIZATION

The Certificate Holder is hereby authorized to conduct the following work as described in application #200201380-KZ, including five sheets of plans submitted by the Certificate Holder to the Commissioner and attached hereto, sheets 1 through 4 of 4 dated December 2001 and Attachment #3 dated December 2001 as follows:

mechanically dredge by clamshell bucket approximately 1,000,000 cubic yards of sediments over an approximately 6,845,023 square foot area to elevation -35'MLW with a 2'allowable overdredge within the bounds of the main Federal Navigation Channel and turning basin of New Haven Harbor and dispose of such material at the Central Long Island Sound disposal site.

UPON INITIATION OF ANY WORK AUTHORIZED HEREIN, THE CERTIFICATE HOLDER ACCEPTS AND AGREES TO COMPLY WITH ALL TERMS AND

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CONDITIONS OF THIS CERTIFICATE.

SPECIAL TERMS AND CONDITIONS

- 1. All work authorized herein including in-water excavation, dredging, filling or removal of debris or other material is prohibited between February 1^{5t} through May 15th, inclusive, of any year in order to protect winter flounder early life-stage development in the area unless otherwise authorized in writing by the Commissioner.
- 2. All work authorized herein including in-water excavation, dredging, filling or removal of debris or other material is prohibited between June 1st through September 30th, inclusive, of any year in order to protect spawning shellfish in the area unless otherwise authorized in writing by the Commissioner.
- 3. All work authorized herein to be conducted north of the pier identified at the "Kopperg Wharf" shown on sheet 1 of 4 of the plans attached hereto, including in-water excavation, dredging, filling or removal of debris or other material is prohibited between April 1st and June 30th, inclusive, of any year in order to protect anadromous fish migration in the area unless otherwise authorized in writing by the Commissioner.
- 4. Spoil scows or barges used by the Certificate Holder for disposal of dredged or excavated material as authorized herein shall travel to and from the Central Long Island Sound disposal site utilizing sea lanes delineated by the United States Army Corps of Engineers-New England District.
- 5. Not later than two weeks prior to the commencement of work authorized herein, the Certificate Holder shall provide the following information to each contact person/group listed below: (1) notification of the start date and a schedule of operations; (2) a plan showing the expected travel lanes of spoil scows or barges between New Haven Harbor and Central Long Island Sound Disposal Area; and (3) a contact name and phone number. Such notifications shall be sent to:

Guilford Seafood, LLC 81 Bennett Road East Haven, CT 06513.

Department of Agriculture Bureau of Aquaculture P.O. Box 97 Milford, CT 06460

Emie Beckwith
Department of Environmental Protection
Marine Fisheries Division
333 Ferry Street

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P.O. Box 719 Old Lyme, CT 06371

CT Lobstermen's Association Attn: Nick Chrismale 75 Kimberly Drive Guilford, CT 06437

- 6. The dredging authorized herein shall commence at the northern end of the project and proceed south to allow the cleanest sediments in the southern end of the project to be disposed of subsequent to the northern sediments unless otherwise authorized in writing by the Commissioner.
- 7. Dragging the bottom with a spoil barge, scow, vessel, beam or similar equipment outside of the area authorized by this certificate to be dredged or excavated is prohibited.
- 8. Sidecasting or in-water rehandling of dredged or excavated material is prohibited.
- 9. Spoil scows or barges shall be loaded and navigated in a manner which prevents uncontrollable motion or spillage and washout of dredged or excavated materials.
- 10. The Certificate Holder shall not dispose of dredged or excavated material as authorized herein unless said disposal is supervised and witnessed by an on-board inspector assigned by the United States Army Corps of Engineers-New England District.
- 11. The Certificate Holder shall point-dump dredged or excavated materials at a specified buoy or set of coordinates identified by United States Army Corps of Engineers-New England District within the disposal area authorized by this certificate.
- 12. On or before (a) 90 days after completion of the work authorized herein, or (b) upon expiration of the work completion date or any authorized one year extension thereof, whichever is earlier, the Certificate Holder shall submit to the Commissioner "as-dredged" survey of the work area showing contours, bathymetries, and tidal datums prepared and sealed by a licensed engineer, licensed surveyor or licensed architect, as applicable, of the work area showing all contours, bathymetries, tidal datums and structures.

GENERAL TERMS AND CONDITIONS

- 1. All work authorized by this certificate shall be completed within three years from date of issuance of this certificate ("work completion date") in accordance with all conditions of this certificate and any other applicable law.
 - a. The Certificate Holder may request a one year extension of the work completion date. Such request shall be in writing and shall be submitted to the Commissioner at least 30 days prior to said work completion date. Such request shall describe the work done to date, work which still needs to be completed and the reason for such extension. The

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Commissioner shall grant or deny such request in his sole discretion.

- b. Any work authorized herein conducted after said work completion date or any authorized one year extension thereof is a violation of this certificate and may subject the Certificate Holder to enforcement action, including penalties, as provided by law.
- 2. In conducting the work authorized herein, the Certificate Holder shall not deviate from the attached plans, as may be modified by this certificate. The Certificate Holder shall not make de minimis changes from said plans without prior written approval of the Commissioner.
- 3. The Certificate Holder shall, consistent with the <u>SCOPE OF AUTHORIZATION</u>, maintain all structures or other work authorized herein in good condition.
- 4. Prior to the commencement of any work authorized hereunder, the Certificate Holder shall cause a copy of this certificate to be given to any contractor(s) employed to conduct such work. At the work area the Certificate Holder shall, whenever work is being performed, make available for inspection a copy of this certificate and the final plans for the work authorized herein.
- 5. The Certificate Holder shall notify the Commissioner in writing of the commencement of any work and completion of all work authorized herein no later than three days prior to the commencement of such work and no later than seven days after the completion of such work.
- 6. The Certificate Holder shall dispose of aquatic sediments in accordance with the terms and conditions of this certificate. All waste material generated by the performance of the work authorized herein shall be disposed of by the Certificate Holder at an upland site approved for the disposal of such waste material, as applicable.
- 7. In undertaking the work authorized hereunder, the Certificate Holder shall not cause or allow pollution of wetlands or watercourses, including pollution resulting from sedimentation and erosion. For purposes of this certificate holder, "pollution" means "pollution" as that term is defined by section 22a-423 of the General Statutes.
- 8. Upon completion of any work authorized herein, the Certificate Holder shall restore all areas impacted by construction, or used as a staging area or accessway in connection with such work, to their condition prior to the commencement of such work.
- 9. Any document required to be submitted to the Commissioner under this certificate or any contact required to be made with the Commissioner shall, unless otherwise specified in writing by the Commissioner, be directed to:

Permit Section
Office of Long Island Sound Programs
Department of Environmental Protection
79 Elm Street
Hartford, Connecticut 06106-5127

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(860) 424-3034 Fax # (860) 424-4054

- 10. The date of submission to the Commissioner of any document required by this certificate shall be the date such document is received by the Commissioner. The date of any notice by the Commissioner under this certificate, including but not limited to notice of approval or disapproval of any document or other action, shall be the date such notice is personally delivered or the date three days after it is mailed by the Commissioner, whichever is earlier. Except as otherwise specified in this certificate holder, the word "day" as used in this certificate means calendar day. Any document or action which is required by this certificate to be submitted or performed by a date which falls on a Saturday, Sunday or a Connecticut or federal holiday shall be submitted or performed on or before the next day which is not a Saturday, Sunday, or a Connecticut or federal holiday.
- 11. The work specified in the <u>SCOPE OF AUTHORIZATION</u> is authorized solely for the purpose set out in this certificate. No change in the purpose or use of the authorization work or facilities as set forth in this certificate may occur without the prior written authorization of the Commissioner. The Certificate Holder shall, prior to undertaking or allowing any change in use or purpose from that which is authorized by this certificate, request authorization from the Commissioner for such change. Said request shall be in writing and shall describe the proposed change and the reason for the change.
- 12. This certificate may be revoked, suspended, or modified in accordance with applicable law.
- 13. This certificate is not transferable without prior written authorization of the Commissioner. A request to transfer a certificate shall be submitted in writing and shall describe the proposed transfer and the reason for such transfer. The Certificate Holder's obligations under this certificate shall not be affected by the passage of title to the work area to any other person or municipality until such time as a transfer is authorized by the Commissioner.
- 14. The Certificate Holder shall allow any representative of the Commissioner to inspect the work authorized herein at reasonable times to ensure that it is being or has been accomplished in accordance with the terms and conditions of this certificate.
- 15. In granting this certificate, the Commissioner has relied on representations of the Certificate Holder, including information and data provided in support of the Certificate Holder's application. Neither the Certificate Holder's representations nor the issuance of this certificate shall constitute an assurance by the Commissioner as to the structural integrity, the engineering feasibility or the efficacy of such design.
- 16. In the event that the Certificate Holder becomes aware that he did not or may not comply, or did not or may not comply on time, with any provision of this certificate or of any document required hereunder, the Certificate Holder shall immediately notify the Commissioner and shall take all reasonable steps to ensure that any noncompliance or delay is avoided or, if unavoidable, is minimized to the greatest extent possible. In so notifying the Commissioner, the Certificate Holder shall state in writing the reasons for the noncompliance or delay and propose, for the review and written approval of the Commissioner, dates by which compliance

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will be achieved, and the Certificate Holder shall comply with any dates which may be approved in writing by the Commissioner. Notification by the Certificate Holder shall not excuse noncompliance or delay and the Commissioner's approval of any compliance dates proposed shall not excuse noncompliance or delay unless specifically stated by the Commissioner in writing.

- 17. In evaluating the application for this certificate the Commissioner has relied on information and data provided by the Certificate Holder and on the Certificate Holder's representations concerning site conditions, design specifications and the proposed work authorized herein, including but not limited to representations concerning the commercial, public or private nature of the work or structures authorized herein, the water-dependency of said work or structures, its availability for access by the general public, and the ownership of regulated structures or filled areas. If such information proves to be false, deceptive, incomplete or inaccurate, this certificate may be modified, suspended or revoked, and any unauthorized activities may be subject to enforcement action.
- 18. The Certificate Holder may not conduct work waterward of the high tide line or in tidal wetlands at this certificate holder site other than the work authorized herein, unless otherwise authorized by the Commissioner pursuant to section 22a-359 et. seq. and/or section 22a-32 et. seq. of the General Statutes.
- 19. The issuance of this certificate does not relieve the Certificate Holder of his obligations to obtain any other approvals required by applicable federal, state and local law.
- 20. Any document, including but not limited to any notice, which is required to be submitted to the Commissioner under this certificate shall be signed by the Certificate Holder and by the individual or individuals responsible for actually preparing such document, each of whom shall certify in writing as follows: "I have personally examined and am familiar with the information submitted in this document and all attachments and certify that based on reasonable investigation, including my inquiry of those individuals responsible for obtaining the information, the submitted information is true, accurate and complete to the best of my knowledge and belief, and I understand that any false statement made in this document or its attachments may be punishable as a criminal offense."
- 21. This certificate is subject to and does not derogate any present or future property rights or powers of the State of Connecticut, and conveys no property rights in real estate or material nor any exclusive privileges, and is further subject to any and all public and private rights and to any federal, state or local laws or regulations pertinent to the property or activity affected hereby.

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Issued on	Septem	ubon G	_, 2002.
STA DEPARTMENT	ATB OF CONNI	ECTICUT IMENTAL P	ROTECTION
	In)	
	. Rocque, Jr. missioner		

OFFICE OF LONG ISLAND SOUND PROGRAMS

APPENDIX A

TO:	Permit	Section
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Department of Environmental Protection Office of Long Island Sound Programs

79 Elm Street

Hartford, CT 06106-5127

WQC HOLDER:

U.S. Army Corps of Engineers, New England Division

696 Virginia Road

Concord, MA 10742-2751

WQC No:	200201380-KZ, New Haven	
CONTRACTOR 1	•	
Address:		
Telephone #:		
CONTRACTOR 2		
Address:		
Telephone #:		
CONTRACTOR	3:	
Address:		
Telephone #:		
EXPECTED DAT	TE OF COMMENCEMENT OF WORK	
EXPECTED DAT	TE OF COMPLETION OF WORK:	
CERTIFICATE I	HOLDER:	
	(signature)	(date)

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SECTION 01451

CONTRACTOR QUALITY CONTROL

PART 1 GENERAL

1.1 PAYMENT

Separate payment will not be made for providing and maintaining an effective Quality Control program, and all costs associated therewith shall be included in the applicable unit prices or lump-sum prices contained in the Bidding Schedule.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

3.1 GENERAL REQUIREMENTS

The Contractor is responsible for quality control and shall establish and maintain an effective quality control system in compliance with the Contract Clause titled "Inspection of Construction." The quality control system shall consist of plans, procedures, and organization necessary to produce an end product which complies with the contract requirements. The system shall cover all construction operations, both onsite and offsite, and shall be keyed to the proposed construction sequence. The site project superintendent will be held responsible for the quality of work on the job and is subject to removal by the Contracting Officer for non-compliance with the quality requirements specified in the contract. The site project superintendent in this context shall be the highest level manager responsible for the overall construction activities at the site, including quality and production. The site project superintendent shall maintain a physical presence at the site at all times, except as otherwise acceptable to the Contracting Officer, and shall be responsible for all construction and construction related activities at the site.

3.2 QUALITY CONTROL PLAN

The Contractor shall furnish for review by the Government, not later than 20 days after receipt of notice to proceed, the Contractor Quality Control (CQC) Plan proposed to implement the requirements of the Contract Clause titled "Inspection of Construction." The plan shall identify personnel, procedures, control, instructions, tests, records, and forms to be used. The Government will consider an interim plan for the first 30 days of operation. Construction will be permitted to begin only after acceptance of the CQC Plan or acceptance of an interim plan applicable to the particular feature of work to be started. Work outside of the features of work included in an accepted interim plan will not be permitted to begin until acceptance of a CQC Plan or another interim plan containing the additional features of work to be started.

3.2.1 Content of the CQC Plan

The CQC Plan shall include, as a minimum, the following to cover all

construction operations, both onsite and offsite, including work by subcontractors, fabricators, suppliers, and purchasing agents:

- a. A description of the quality control organization, including a chart showing lines of authority and acknowledgment that the CQC staff shall implement the three phase control system for all aspects of the work specified. The staff shall include a CQC System Manager who shall report to the project superintendent.
- b. The name, qualifications (in resume format), duties, responsibilities, and authorities of each person assigned a CQC function.
- c. A copy of the letter to the CQC System Manager signed by an authorized official of the firm which describes the responsibilities and delegates sufficient authorities to adequately perform the functions of the CQC System Manager, including authority to stop work which is not in compliance with the contract.
- d. Procedures for scheduling, reviewing, certifying, and managing submittals, including those of subcontractors. These procedures shall be in accordance with Section 01330 SUBMITTAL PROCEDURES.
- e. Procedures for tracking construction deficiencies from identification through acceptable corrective action. These procedures shall establish verification that identified deficiencies have been corrected.
- f. Reporting procedures, including proposed reporting formats.
- i. A list of the definable features of work. A definable feature of work is a task which is separate and distinct from other tasks, has separate control requirements. This list will be agreed upon during the coordination meeting.

3.2.2 Acceptance of Plan

Acceptance of the Contractor's plan is required prior to the start of construction. Acceptance is conditional and will be predicated on satisfactory performance during the construction. The Government reserves the right to require the Contractor to make changes in his CQC Plan and operations including removal of personnel, as necessary, to obtain the quality specified.

3.2.3 Notification of Changes

After acceptance of the CQC Plan, the Contractor shall notify the Contracting Officer in writing of any proposed change. Proposed changes are subject to acceptance by the Contracting Officer.

3.3 COORDINATION MEETING

After the Preconstruction Conference, before start of construction, and prior to acceptance by the Government of the CQC Plan, the Contractor shall meet with the Contracting Officer or Authorized Representative and discuss the Contractor's quality control system. During the meeting, a mutual understanding of the system details shall be developed, including the forms for recording the CQC operations, control activities, testing,

administration of the system for both onsite and offsite work, and the interrelationship of Contractor's Management and control with the Government's Quality Assurance. Minutes of the meeting shall be prepared by the Government and signed by both the Contractor and the Contracting Officer. The minutes shall become a part of the contract file. There may be occasions when subsequent conferences will be called by either party to reconfirm mutual understandings and/or address deficiencies in the CQC system or procedures which may require corrective action by the Contractor.

3.4 QUALITY CONTROL ORGANIZATION

3.4.1 Personnel Requirements

The requirements for the CQC organization are a CQC System Manager and sufficient number of additional qualified personnel to ensure safety and contract compliance. The Safety Specialist shall receive direction and authority from the CQC System Manager and shall serve as a member of the CQC staff. The Contractor's CQC staff shall maintain a presence at the site at all times during progress of the work and have complete authority and responsibility to take any action necessary to ensure contract compliance. The CQC staff shall be subject to acceptance by the Contracting Officer. The Contractor shall provide adequate office space, filing systems and other resources as necessary to maintain an effective and fully functional CQC organization. Complete records of all letters, schedules and all other project documentation shall be promptly furnished to the CQC organization by the Contractor. The CQC organization shall be responsible to maintain these documents and records at the site at all times, except as otherwise acceptable to the Contracting Officer.

3.4.2 CQC System Manager

The Contractor shall identify as CQC System Manager an individual within the onsite work organization who shall be responsible for overall management of CQC and have the authority to act in all CQC matters for the Contractor. The CQC System Manager be a construction person with a minimum of 3 years in related work. This CQC System Manager shall be on the site during at least one shift per day during the work and shall be employed by the prime Contractor. The CQC System Manager shall be assigned as System Manager and shall have no other duties. An alternate for the CQC System Manager shall be identified in the plan to serve in the event of the System Manager's absence. The alternate for the CQC System Manager shall be on site for any other shift per day during the work. The requirements for the alternate shall be the same as for the designated CQC System Manager, except that the alternate may have other duties in addition to alternate System Manager.

3.4.3 Additional Requirement

In addition to the above experience and education requirements the CQC System Manager shall have completed the course entitled "Construction Quality Management For Contractors". This course is periodically offered at the Corps of Engineers District Office in Concord, MA.

3.4.4 Organizational Changes

The Contractor shall maintain the CQC staff at full strength at all times. When it is necessary to make changes to the CQC staff, the Contractor shall revise the CQC Plan to reflect the changes and submit the changes to the Contracting Officer for acceptance.

3.5 SUBMITTALS AND DELIVERABLES

Submittals, if needed, shall be made as specified in Section 01330 SUBMITTAL PROCEDURES. The CQC organization shall be responsible for certifying that all submittals and deliverables are in compliance with the contract requirements.

3.6 CONTROL

Contractor Quality Control is the means by which the Contractor ensures that the construction complies with the requirements of the contract. At least three phases of control shall be conducted by the CQC System Manager for each definable feature of work as follows:

3.6.1 Preparatory Phase

This phase shall be performed prior to beginning work on each definable feature of work, after all required plans/documents/materials are approved/accepted, and after copies are at the work site. This phase shall include:

- a. A review of each paragraph of applicable specifications, reference codes, and standards.
- b. A review of the contract drawings.
- c. Review of provisions that have been made to provide required control inspection.
- d. Examination of the work area to assure that all required preliminary work has been completed and is in compliance with the contract.
- e. A review of the appropriate activity hazard analysis to assure safety requirements are met.
- f. Discussion of procedures for controlling quality of the work including repetitive deficiencies. Document construction tolerances and workmanship standards for that feature of work.
- g. A check to ensure that the portion of the plan for the work to be performed has been accepted by the Contracting Officer.
- h. Discussion of the initial control phase.
- i. The Government shall be notified at least 48 hours in advance of beginning the preparatory control phase. This phase shall include a meeting conducted by the CQC System Manager and attended by the superintendent, other CQC personnel (as applicable), and the foreman responsible for the definable feature. The results of the preparatory phase actions shall be documented by separate minutes prepared by the CQC System Manager and attached to the daily CQC report. The Contractor shall instruct applicable workers as to the acceptable level of workmanship required in order to meet contract specifications.

3.6.2 Initial Phase

This phase shall be accomplished at the beginning of a definable feature of work. The following shall be accomplished:

- a. A check of work to ensure that it is in full compliance with contract requirements. Review minutes of the preparatory meeting.
- b. Verify adequacy of controls to ensure full contract compliance. Verify required control inspection and testing.
- c. Establish level of workmanship and verify that it meets minimum acceptable workmanship standards.
- d. Resolve all differences.
- e. Check safety to include compliance with and upgrading of the safety plan and activity hazard analysis. Review the activity analysis with each worker.
- f. The Government shall be notified at least 48 hours in advance of beginning the initial phase. Separate minutes of this phase shall be prepared by the CQC System Manager and attached to the daily CQC report. Exact location of initial phase shall be indicated for future reference and comparison with follow-up phases.
- g. The initial phase should be repeated for each new crew to work onsite, or any time acceptable specified quality standards are not being met.

3.6.3 Follow-up Phase

Daily checks shall be performed to assure control activities, including control testing, are providing continued compliance with contract requirements, until completion of the particular feature of work. The checks shall be made a matter of record in the CQC documentation. Final follow-up checks shall be conducted and all deficiencies corrected prior to the start of additional features of work which may be affected by the deficient work.

3.6.4 Additional Preparatory and Initial Phases

Additional preparatory and initial phases shall be conducted on the same definable features of work if: the quality of on-going work is unacceptable; if there are changes in the applicable CQC staff, onsite production supervision or work crew; if work on a definable feature is resumed after a substantial period of inactivity; or if other problems develop.

3.7 COMPLETION INSPECTION

3.7.1 Punch-Out Inspection

Near the end of the work, or any increment of the work established by a time stated in the Special Clause, "Commencement, Prosecution, and Completion of Work", or by the specifications, the CQC Manager shall conduct an inspection of the work. A punch list of items which do not conform to the drawings and specifications shall be prepared and included in the CQC documentation, as required by paragraph DOCUMENTATION. The list of deficiencies shall include the estimated date by which the deficiencies will be corrected. The CQC System Manager or staff shall make a second

inspection to ascertain that all deficiencies have been corrected. Once this is accomplished, the Contractor shall notify the Government that the work is ready for the Government Pre-Final inspection.

3.7.2 Pre-Final Inspection

The Government will perform the pre-final inspection to verify that the work is complete. A Government Pre-Final Punch List may be developed as a result of this inspection. The Contractor's CQC System Manager shall ensure that all items on this list have been corrected before notifying the Government, so that a Final inspection can be scheduled. Any items noted on the Pre-Final inspection shall be corrected in a timely manner. These inspections and any deficiency corrections required by this paragraph shall be accomplished within the time slated for completion of the entire work or any particular increment of the work if the project is divided into increments by separate completion dates.

3.7.3 Final Acceptance Inspection

The final acceptance inspection will be formally scheduled by the Contracting Officer based upon results of the Pre-Final inspection. Notice shall be given to the Contracting Officer at least 5 days prior to the final acceptance inspection and shall include the Contractor's assurance that all specific items previously identified to the Contractor as being unacceptable, along with all remaining work performed under the contract, will be complete and acceptable by the date scheduled for the final acceptance inspection. Failure of the Contractor to have all contract work acceptably complete for this inspection will be cause for the Contracting Officer to bill the Contractor for the Government's additional inspection cost in accordance with the contract clause titled "Inspection of Construction".

3.8 DOCUMENTATION

The Contractor shall maintain current records providing factual evidence that required quality control activities and/or tests have been performed. These records shall include the work of subcontractors and suppliers and shall be on an acceptable form that includes, as a minimum, the following information:

- a. Contractor/subcontractor and their area of responsibility.
- b. Operating plant/equipment with hours worked, idle, or down for repair.
- c. Work performed each day, giving location, description, and by whom.
- d. Submittals and deliverables reviewed, with contract reference, by whom, and action taken.
- e. Job safety evaluations stating what was checked, results, and instructions or corrective actions.
- f. Instructions given/received and conflicts in plans and/or specifications.
- g. Contractor's verification statement.

These records shall indicate a description of trades working on the

project; the number of personnel working; weather conditions encountered; and any delays encountered. The original and one copy of these records in report form shall be furnished to the Government daily within 24 hours after the date covered by the report, except that reports need not be submitted for days on which no work is performed. As a minimum, one report shall be prepared and submitted for every 7 days of no work and on the last day of a no work period. All calendar days shall be accounted for throughout the life of the contract. The first report following a day of no work shall be for that day only. Reports shall be signed and dated by the CQC System Manager.

3.9 SAMPLE FORMS

Sample forms enclosed at the end of this section.

3.10 NOTIFICATION OF NONCOMPLIANCE

The Contracting Officer will notify the Contractor of any detected noncompliance with the foregoing requirements. The Contractor shall take immediate corrective action after receipt of such notice. Such notice, when delivered to the Contractor at the work site, shall be deemed sufficient for the purpose of notification. If the Contractor fails or refuses to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to such stop orders shall be made the subject of claim for extension of time or for excess costs or damages by the Contractor.

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				<i>Day</i> •
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Description and	Location	of Work:		
Tide:(high)	(low)	(high)	(low)	Sea Condition:
				Wind speed/direction
Environmental P	rotection	:		
Management a. Consultant				
b. Contractorc. Subcontractor	- or -			
d. Purveyor -				
e. Supplier				
f. Technical S	ıpport			
	er to wor	k performed b		lescription of work uals listed by letter
Results of Surdeficiencies wi				work completed, or
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. Tests Required	by Speci	fications, Pe	erformed,	and the Results:
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SECTION 01500

TEMPORARY CONSTRUCTION FACILITIES

PART 1 GENERAL

1.1 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-01 Preconstruction Submittals

Site Plan; G, C.

Sketch of the proposed location and dimensions of any area to be used by the Contractor for storage and staging, the number of trailers to be used, avenues of ingress/egress to the areas and details of improvements.

SD-02 Shop Drawings

Temporary Electrical System; G, C.

Sketch of the proposed temporary electrical system.

1.2 GENERAL REQUIREMENTS

1.2.1 Site Plan

The Contractor shall prepare a site plan indicating the proposed location and dimensions of any area to be fenced and any area to be used by the Contractor, the number of trailers to be used, avenues of ingress/egress to the areas and details of the fence installation, if fencing is used. Any areas which may have to be graveled to prevent the tracking of mud shall also be identified. The Contractor shall also indicate if the use of a supplemental or other staging area is desired.

1.2.2 Employee Parking

Contractor employees shall park privately owned vehicles in an area designated by the Contracting Officer. Contractor employee parking shall not interfere with existing and established parking requirements of the installation.

1.3 AVAILABILITY OF UTILITIES

Provide service required for construction operations. All water and electricity that may be required in the prosecution of the work shall be furnished by the Contractor at his own expense. There will be no Government furnished water or electricity at the project site.

1.4 SANITATION

Adequate sanitary conveniences of a type approved for the use of persons employed on the work shall be provided, properly secluded from public observation, and maintained by the Contractor in such a manner as required or approved by the Contracting Officer. These conveniences shall be maintained at all times without nuisance. Upon completion of the work, the conveniences shall be removed by the Contractor from the premises, leaving the premises clean and free from nuisance.

1.5 CONTRACTOR'S TEMPORARY FACILITIES

1.5.1 Administrative Field Offices

The Contractor shall provide and maintain administrative field office facilities within the construction area at the designated site.

1.5.2 Storage Areas

Area is available for use by the Contractor, for work, storage of equipment, materials and trailers during the life of this contract. A site will be determined at a prework conference prior to commencing work. The Contractor shall confine his storage areas to the limits as designated or approved by the Contracting Officer and shall be responsible for the security of the areas. Upon completion of the contract, the Contractor shall remove all equipment and materials, except as otherwise specified, and restore the site to its original condition as approved by the Contracting Officer at no additional cost to the Government.

1.5.3 Supplemental Storage Area

Upon Contractor's request, the Contracting Officer will designate another or supplemental area for the Contractor's use and storage of trailers, equipment, and materials. This area may not be in close proximity of the construction site. Fencing of materials or equipment will not be required at this site; however, the Contractor shall be responsible for cleanliness and orderliness of the area used and for the security of any material or equipment stored in this area. Utilities will not be provided to this area by the Government.

1.5.4 Appearance of Trailers

Trailers utilized by the Contractor for administrative or material storage purposes shall present a clean and neat exterior appearance and shall be in a state of good repair. Trailers which, in the opinion of the Contracting Officer, require exterior painting or maintenance will not be allowed on site.

1.5.5 Maintenance of Storage Area

Fencing, if used or required, shall be kept in a state of good repair and proper alignment. Should the Contractor elect to traverse, with construction equipment or other vehicles, grassed or unpaved areas which are not established roadways, such areas shall be covered with a layer of gravel as necessary to prevent rutting and the tracking of mud onto paved or established roadways; gravel gradation shall be at the Contractor's discretion.

1.5.6 Security Provisions

The Contractor shall be responsible for the security of its own equipment.

1.6 GOVERNMENT FIELD OFFICE

1.6.1 Resident Engineer's Office

The Contractor shall provide the Government Resident Engineer with an office, approximately 200 square feet in floor area, located where directed and providing space heat, electric light, telephone, and power, and toilet facilities consisting of one lavatory and one water closet complete with connections to water and sewer mains. A portable toilet may be substituted for the water closet. A mail slot in the door or a lockable mail box mounted on the surface of the door shall be provided. At completion of the project, the office shall remain the property of the Contractor and shall be removed from the site. Utilities shall be connected and disconnected in accordance with local codes and to the satisfaction of the Contracting Officer.

1.6.2 Trailer-Type Mobile Office

The Contractor may, at its option, furnish and maintain a trailer-type mobile office acceptable to the Contracting Officer and providing as a minimum the facilities specified above. The trailer shall be securely anchored to the ground at all four corners to guard against movement during high winds.

1.7 CLEANUP

Construction debris, waste materials, packaging material and the like shall be removed from the work site daily. Any dirt or mud which is tracked onto paved or surfaced roadways shall be cleaned away. Materials resulting from demolition activities which are salvageable shall be stored within the fenced area described above or at the supplemental storage area. Stored material not in trailers, whether new or salvaged, shall be neatly stacked when stored.

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SAFETY REQUIREMENTS

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by the basic designation only.

AMERICAN SOCIETY OF MECHANICAL ENGINEERS (ASME)

ASME B30.5 (1994) Mobile Cranes

ASME B30.22 (1993) Articulating Boom Cranes

CODE OF FEDERAL REGULATIONS (CFR)

29 CFR 1910.94 Ventilation

29 CFR 1910.120 Hazardous Waste Operations and Emergency

Response

29 CFR 1926.65 Hazardous Waste Operations and Emergency

Response

29 CFR 1926.502(f) Warning Line Systems

CORPS OF ENGINEERS (COE)

COE EM-385-1-1 (1996) Safety and Health Requirements

Manual

NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)

NFPA 10 (1995) Portable Fire Extinguishers

NFPA 241 (1996) Safeguarding Construction, Alteration, and Demolition Operations

1.1.1 Copies of Safety and Health Requirements Manual (COE EM-385-1-1)

The Manual may be viewed or downloaded free of charge via the Internet USACE Homepage http://www.usace.army.mil/ (http://www.usace.army.mil). Follow the organizational link to the Safety and Occupational Health Office.

1.2 DEFINITIONS

- a. Certified Safety Professional. A safety manager, safety specialist, or safety engineer that has passed the CSP exam administered by the Board of Certified Safety Professionals.
- b. Competent Person. A competent person is one who is capable of identifying existing and predictable hazards in the surroundings

- or working conditions which are unsanitary, hazardous, or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them.
- d. First Aid. First aid is any one-time treatment, and any follow-up visit for the purpose of observation, of minor scratches, cuts, burns, splinters, and so forth, which do not ordinarily require medical care, even though provided by a physician or registered professional personnel.
- e. Lost Workdays. The number of days (consecutive or not) after, but not including, the day of injury or illness during which the employee would have worked but could not do so; that is, could not perform all or part of his normal assignment during all or any part of the workday or shift; because of the occupational injury or illness.
- f. Medical Treatment. Medical treatment includes treatment administered by a physician or by registered professional personnel under the standing orders of a physician. Medical treatment does not include first aid treatment even through provided by a physician or registered personnel.
- g. Multi-employer work site (MEWS). A multi-employer work site, as defined by OSHA, is one in which many employers occupy the same site. The prime contractor is the "controlling authority" for all work site safety and health of the subcontractors.
- h. Operating Envelope. There is an "operating envelope" around any crane, and inside the envelope are the operator, riggers, rigging gear between the hook and the load, the load and the crane's supporting structure (ground, rail, etc.).
- i. Qualified Person. One who, by possession of a recognized degree, certificate, or professional standing, or extensive knowledge, training, and experience, has successfully demonstrated his or her ability to solve or resolve problems related to the subject matter, the work or the project.
- j. Recordable Occupational Injuries or Illnesses. Any occupational injuries or illnesses which result in:
- (1) Fatalities, regardless of the time between the injury and death, or the length of the illness; or
- (2) Lost Workday Cases, other than fatalities, that result in lost workdays, or
- (3) Non-Fatal Cases without lost workdays which result in transfer to another job or termination of employment, or require medical treatment (other than first aid) or involve: loss of consciousness or restriction of work or motion. This category also includes any diagnosed occupational illnesses which are reported to the employer but are not classified as facilities or lost workday cases.
- k. Safety Specialist. The superintendent or other qualified or competent person who is responsible for the on-site safety required for the project. The contractor quality control person

cannot be the safety specialist, even through the QC has safety inspection responsibilities as part of the QC duties.

- 1. Serious Accidents. Any work-related incident, which results in, a fatality, in-patient hospitalization of three or more employees, or property damage in excess of \$200,000.
- m. Significant Accident. Any contractor accident which involves falls of (4 feet) or more, electrical accidents, confined space accidents, diving accidents, equipment accidents, crane accident or fire accidents, which, result in property damage of \$10,000 or more, but less than \$200,000; or when fire department or emergency medical treatment (EMT) assistance is required.
- o. Weight Handling Equipment (WHE) Accident. A WHE accident occurs when any one or more of the six elements in the operating envelope fails to perform correctly during operation, including operation during maintenance or testing resulting in personnel injury or death; material or equipment damage; dropped load; derailment; two-blocking; overload; and collision, including unplanned contact between the load, crane, and/or other objects. A dropped load, derailment, two-blocking, overload and collision are considered accidents even though no material damage or injury occurs. A component failure (e.g., motor burnout, gear tooth failure, bearing failure) is not considered an accident solely due to material or equipment damage unless the component failure results in damage to other components (e.g., dropped boom, dropped load, roll over, etc.).

1.3 SUBMITTALS

The items listed in subpart "Submittal Items" below shall be submitted to the Contracting Officer for review and acceptance by the New England District Safety Officer.

1.3.1 Submittal Items

The Contractor shall submit all items listed below. The Contracting Officer may request submittals in addition to those listed when deemed necessary to adequately describe the work and necessary safety controls. Each submittal shall be complete and in sufficient detail to allow ready determination of compliance with contract requirements. Prior to submittal, all items shall be checked and approved by the Contractor's Quality Control (CQC) representative and shall be stamped, signed, and dated by the CQC representative certifying that the submittal complies with the contract requirements. Proposed deviations from the contract requirements shall be clearly identified.

1.3.2 Accepted Submittals

The acceptance of submittals shall not be construed as a complete check, but will indicate only that the submittal generally complies with regulatory requirements. Acceptance will not relieve the Contractor of the responsibility for compliance with COE EM-385-1-1. After submittals have been accepted, no resubmittal will be given consideration unless accompanied by an explanation as to why changes are necessary.

1.3.3 Unaccepted Submittals

The Contractor or his designated representative shall make all corrections required and promptly furnish a corrected submittal in the form and number of copies as specified for the initial submittal. If the Contractor considers any correction indicated on the submittals to constitute a change to the contract, notice shall be given promptly to the Contracting Officer.

1.3.4 Procedures

The items listed below shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES. For unforeseen work of an urgent nature, FAX or hand carry one copy of each submittal directly to the New England District Safety Officer.

1.3.5 Submittal Items

- a. Accident Prevention Plan (APP).
- b. Activity Hazard Analysis (AHA).
- c. Crane Reports: Submit reports as their incidence occurs, in accordance with the requirements of the paragraph entitled, "Crane Reports."

1.4 QUALITY ASSURANCE

1.4.1 Safety Specialist

Provide a Safety Specialist at the work site to perform safety management, surveillance, inspections, and safety enforcement for the Contractor. The Safety Specialist shall be the safety "competent person" as defined by COE EM-385-1-1. The Safety Specialist shall be at the work site at all times whenever work or testing is being performed, and shall conduct daily safety inspections. The Safety Specialist may have other duties other than safety management, inspections, and safety enforcement on this contract.

1.4.2 Oualifications

- a. Qualifications of Safety Specialist:
 - (1) Ability to manage the on-site contractor safety program through appropriate management controls.
 - (2) Ability to identify hazards and have the capability to expend resources necessary to abate the hazards.
 - (3) Must have worked on similar types of projects that are equal to or exceed the scope of the project assigned with the same responsibilities.
 - (4) Shall, as a minimum, have attended an OSHA training qualification class including at least 10 hours of classroom instruction.
- b. Qualification of Crane Operators. Crane operators shall meet the requirements in COE EM-385-1-1, Appendix G.

1.4.3 Meetings

1.4.3.1 Preconstruction Conference

The safety specialist shall attend the preconstruction conference.

1.4.3.2 Meeting on Work Procedures

Meet with Contracting Officer to discuss work procedures and safety precautions required by the APP. Ensure the participation of the contractor's superintendent, and the quality control manager.

1.4.3.3 Weekly Safety Meetings

Hold weekly at the project site. Attach minutes showing contract title, signatures of attendees and a list of topics discussed to the QC Contractor Quality Control daily report.

1.4.3.4 Work Phase Meetings

The appropriate AHA shall be reviewed and attendance documented by the Contractor at the preparatory, initial, and follow-up phases of quality control inspection.

1.4.3.5 New Employee Indoctrination

New employees will be informed of specific site hazards before they begin work. Documentation of this orientation shall be kept on file at the project site.

1.4.4 Certifications

1.4.4.1 Accident Prevention Plan (APP)

Submit the APP at least 10 calendar days prior to start of work at the job site, following Appendix A of COE EM-385-1-1. Make the APP site specific. Work at the job site will not be permitted until after the Government finds the APP acceptable.

1.4.4.2 Activity Hazard Analysis (AHA)

Submit the AHA for review at least 15 calendar days prior to the start of work or each phase of work, as applicable. Format subsequent AHA as amendments to the APP. In accordance with contract quality control requirements each AHA will be reviewed during an on-site preparatory inspection.

1.4.5 Crane Reports

Submit crane inspection reports required in accordance with COE EM-385-1-1 and as specified herein with Daily Reports of Inspections.

1.4.6 Crane Critical Lift Plan

Submit crane critical lift plan COE EM-385-1-1 section 16 when crane loads meet or exceed 75 percent of the crane load capacity in any configuration and including lifts which require the load to be lifted, swung or placed outside the view of the operator, lifts made with more than one crane, and lifts involving non-routine or technically difficult rigging.

1.4.7 Certificate of Compliance

The Contractor shall provide a Certificate of Compliance for each crane entering the project site under this contract. Certificate shall state that the crane and rigging gear meet applicable OSHA regulations (with the contractor citing which OSHA regulations are applicable, e.g., cranes used in construction, demolition, or maintenance shall comply with 29 CFR 1926. Certify on the Certificate of Compliance that the crane operator(s) is qualified and trained in the operation of the crane to be used. The Contractor shall also certify that all of its crane operators working on the site have been trained not to bypass safety device (e.g., anti-two block devices) during lifting operations. These certifications shall be posted on the crane.

1.4.8 Corps of Engineers Safety and Health Inspectors

The presence of Corps of Engineers safety and health inspectors does not relieve the Contractor of an obligation to comply with all applicable safety regulations. The Government will investigate all complaints of unsafe or unhealthful working conditions received in writing.

1.5 ACCIDENT PREVENTION PLAN (APP)

Prepare the APP in accordance with the required and advisory provisions of COE EM-385-1-1 including Appendix A, "Minimum Basic Outline for Preparation of Accident Prevention Plan," and as modified herein. Include the associated AHA and other specific plans, programs and procedures listed on Pages A-3 and A-4 of COE EM-385-1-1, some of which are listed below.

1.5.1 Contents of the Accident Prevention Plan

- a. Name and safety related qualifications of safety specialist (including training and any certifications).
- b. Qualifications of competent and of qualified persons.
- c. Identity of the individual who will complete exposure data (hours worked); accident investigations, reports and logs; and immediate notification of accidents to include subcontractors.
- d. Emergency response plan. Conform to COE EM-385-1-1, paragraph 01.E and include a map denoting the route to the nearest emergency care facility with emergency phone numbers. Contractor may be required to demonstrate emergency response.
- e. Critical Lift Plan. Weight handling critical lift plans shall be prepared and signed in accordance with COE EM-385-1-1, paragraph 16.c.18.
- f. Training Records and Requirements. List of mandatory training and certifications which are applicable to this project (e.g. explosive actuated tools, confined space entry, fall protection, crane operation, vehicle operator, forklift operators, personal protective equipment); list of requirements for periodic retraining/certification; outline requirements for supervisory and employee safety meetings.
- g. Severe Weather Plan. Procedures of ceasing on-site operations during lightning or upon reaching maximum allowed wind velocities.

1.6 ACTIVITY HAZARD ANALYSIS (AHA)

Prepare for each phase of the work, as specified by COE EM-385-1-1, Section 01.A.10 and Figure 1-1. As a minimum, define activity being performed, sequence of work, specific hazards anticipated, control measures to eliminate or reduce each hazard to acceptable levels, training requirements for all involved, and the competent person in charge of that phase of work. For work with materials handling equipment, address safeguarding measures related to materials handling equipment. The appropriate AHA shall be reviewed and attendance documented by the Contractor at the preparatory, initial, and follow-up phases of quality control inspection.

1.7 DUTIES OF THE SAFETY SPECIALIST

- a. Ensure health and safety hazards are identified and corrected.
- b. Maintain applicable safety reference material on the job site.
- c. Maintain a log of safety inspections performed.
- d. Attend the pre-construction conference as required.
- e. Identify hazardous conditions and take corrective action. Failure to do so will result in a dismissal from the site, with a work stoppage pending approval of suitable replacement personnel.

1.8 SITE SAFETY REFERENCE MATERIALS

Maintain safety-related references applicable to the project, including those listed in the article "References." Maintain applicable equipment manufacturers' manuals.

1.9 EMERGENCY MEDICAL TREATMENT

Contractors will arrange for their own emergency medical treatment. Government has no responsibility to provide emergency medical treatment.

1.10 REPORTS

1.10.1 Accident Reports

For recordable occupational injuries and illnesses, the Prime Contractor shall conduct an accident investigation to establish the root cause(s) of the accident, complete the Accident Investigation Report form and provide to the Contracting Officer within 5 calendar days of the accident. The Contracting Officer will provide a copy of the Accident Investigation Report form (ENG FORM 3394) and instructions for completing the form.

1.10.2 Notification

Notify the Contracting Officer as soon as practical, but not later than four hours, of any accident meeting the definition of Recordable Occupational Injuries or Illnesses or Significant Accidents. Information shall include contractor name; contract title; type of contract; name of activity, installation or location where accident occurred; date and time of accident; names of personnel injured; extent of property damage, if any; and brief description of accident (to include type of construction equipment used, PPE used, etc.).

1.10.3 OSHA Citations and Violations

Provide the Contracting Officer with a copy of each OSHA citation, OSHA report and contractor response. Correct violations and citations promptly and provide written corrective actions to the Contracting Officer.

1.10.4 Crane Notification

Notify the Contracting Officer at least 15 days prior to bringing crane equipment on-site so that the Contracting Officer may arrange for additional quality assurance spot checks.

PART 2 PRODUCTS

PART 3 EXECUTION

3.1 CONSTRUCTION

Comply with COE EM-385-1-1, NFPA 241, the accident prevention plan, the activity hazard analysis and other related submittals and activity fire and safety regulations.

3.1.1 Hazardous Material Exclusions

Notwithstanding any other hazardous material used in this contract, radioactive materials or instruments capable of producing ionizing/non-ionizing radiation as well as materials which contain asbestos, mercury or polychlorinated biphenyls, di-isocynates, lead-based paint are prohibited. Exceptions to the use of any of the above excluded materials may be considered by Contracting Officer upon written request by Contractor.

3.2 PERSONNEL PROTECTION

3.2.1 Hazardous Noise

Provide hazardous noise signs, and hearing protection, wherever equipment and work procedures produce sound-pressure levels greater than 85 dBA steady state or 140 dBA impulse, regardless of the duration of the exposure.

3.3 EQUIPMENT

3.3.1 Weight Handling Equipment

- a. Cranes must be equipped with:
 - (1) Load Indicating Devices (LIDs) and a Boom Angle or Radius Indicator, $\,$
 - (2) or Load-Moment Indicating Devices (LMIs).
 - (3) Anti-two-block prevention devices.
 - (4) Boom Hoist Hydraulic Relief Valve, Disconnect, or Shutoff (stops hoist when boom reaches a predetermined high angle).
 - (5) Boom Length Indicator (for telescoping booms).
 - (6) Device to prevent uncontrolled lowering of a telescoping hydraulic boom.

- (7) Device to prevent uncontrolled retraction of a telescoping hydraulic boom.
- b. The Contractor shall comply with the crane manufacturer's specifications and limitations for erection and operation of cranes and hoists used in support of the work. Erection shall be performed under the supervision of a designated person (as defined in ASME B30.5). All testing shall be performed in accordance with the manufacturers recommended procedures.
- c. The Contractor shall comply with ASME B30.5 for mobile cranes, and ASME B30.22 for articulating boom cranes.
- d. Each load shall be rigged/attached independently to the hook/master-link in such a fashion that the load cannot slide or otherwise become detached. Christmas-tree lifting (multiple rigged materials) is not allowed.
- e. When operating in the vicinity of overhead transmission lines, operators and riggers shall be alert to this special hazard and shall follow the requirements of ASME B30.5 or ASME B30.22 as applicable.
- f. Crane supported work platforms shall only be used in extreme conditions if the Contractor proves that using any other access to the work location would provide a greater hazard to the workers. Personnel shall not be lifted with a live hoist or friction crane.
- g. A fire extinguisher having a minimum rating of 10BC and a minimum nominal capacity of 5lb of extinguishing agent shall be available at all operator stations or cabs of cranes. Portable fire extinguishers shall be inspected, maintained, and recharged as specified in NFPA 10, Standard for Portable Fire Extinguishers.
- h. All employees shall be kept clear of loads about to be lifted and of suspended loads.
- i. A weight handling equipment operator shall not leave his position at the controls while a load is suspended.
- j. A Contractor Crane Operation Checklist shall be used by the CQC representative during oversight of contractor crane operations (refer to COE EM-385-1-1 Appendix H for copies).
- k. Only contractor crane operators who have met the requirements of 29 CFR 1910.94, 29 CFR 1910.120, 29 CFR 1926.65, 29 CFR 1926.502(f), COE EM-385-1-1, ASME B30.5, and ASME B30.22 and other local and state requirements shall be authorized to operate the crane.
- 1. Cribbing shall be utilized by the Contractor when performing lifts on outriggers.
- m. The crane hook/block must be positioned directly over the load. Side loading of the crane is prohibited.
- n. A physical barricade must be positioned to prevent personnel from entering the tailswing area of the crane.

- o. A substantial and durable rating chart containing legible letters and figures shall be provided with each crane and securely mounted onto the crane cab in a location allowing easy reading by the operator while seated in the control station.
- p. Certification records which include the date of inspection, signature of the person performing the inspection along with the serial number or other identifier of the crane which was inspected. This record will always be available for review by Contracting Officer personnel.
- q. Written reports listing the load test procedures utilized along with any repairs or alterations performed on the crane will be available for review by the Contracting Officer.
- r. Contractor shall certify that all of the crane operators have been trained not to bypass safety devices (e.g. anti-two block devices) during lifting operations.

3.3.2 Marine Plant

Section 19.A.01.b of COE EM-385-1-1 requires each project vessel to be evaluated annually in the working mode. The inspection shall be appropriate for the intended use of the plant and shall, as a minimum, evaluate structural integrity and compliance with NFPA 302, Fire Protection Standard for Pleasure and Commercial Motor Craft.

3.4 HOUSEKEEPING

3.4.1 Clean-up

All debris in work areas shall be cleaned up daily or more frequently as necessary. Construction debris may be temporarily located in an approved location, however garbage accumulation must be removed each day.

3.4.2 Dust Control

In addition to the dust control measures required elsewhere in the contract documents dry cutting of brick or masonry shall be prohibited. Wet cutting must address control of water run off.

3.5 ACCIDENT SCENE PRESERVATION

For serious accidents, and accidents involving weight handling equipment, ensure the accident site is secured and evidence is protected remaining undisturbed until released by the Contracting Officer.

3.6 FIELD QUALITY CONTROL

3.6.1 Inspections

Include safety inspection as a part of the daily Quality Control inspections required in Section 01451, "CONTRACTOR QUALITY CONTROL".

3.7 FLAMMABLE AND COMBUSTIBLE LIQUID HANDLING AND STORAGE

3.7.1 Safety Gas Containers

Handling of flammable and combustible liquids shall be in safety containers

with flame arresters, with not more than 5 gallons capacity, having a spring-closing lid and spout cover and designed to safely relieve internal pressures under fire exposures. Flammable and combustible Liquids shall be stored in separate NFPA approved storage cabinets 50 feet away from any sources of ignition with suitable NO SMOKING OR OPEN FLAME signs posted in all such areas.

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SECTION 01545

DREDGING PLANT AND EQUIPMENT

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

CORPS OF ENGINEERS (COE)

EM 385-1-1

(1996) Safety and Health Requirements Manual

1.2 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-01 Preconstruction Submittals

Plant and Equipment

Submit a schedule of the plant and equipment the Contractor intends to employ in the performance of the work of this contract. Submit also copies of all applicable inspections and certifications for all floating plant and equipment.

1.3 PLANT AND EQUIPMENT

1.3.1 Sufficient Capacity

The Contractor shall keep on the job sufficient plant and equipment to meet the requirements of the work. The plant and equipment shall be in satisfactory operating condition and be capable of safely and efficiently performing the work. The plant and equipment shall be subject to inspection by the Contracting Officer and/or his representatives at all times.

1.3.2 Minimum Capacity

The plant and equipment listed on the Plant and Equipment Schedule submitted with the Contractor's bid is the minimum which the Contractor shall place and keep on the job unless otherwise determined by the Contracting Officer. The listing of plant and equipment is not to be construed as an agreement on the part of the Government that the equipment is adequate to perform the required work.

1.3.3 Reduction in Capacity

No reduction in the capacity of the plant and equipment employed on the work shall be made except by written permission of the Contracting Officer. The measure of the capacity of the plant and equipment shall be its actual performance on the work covered by this contract.

1.3.4 Inspections and Certifications

Prior to commencement of work at the site, the Contractor shall make available to the Contracting Officer Representative for review, copies of all applicable inspections and certifications of floating plant and equipment as required by Federal, State and local laws and regulations. See also EM 385-1-1, Sections 16, 19, and 20. Such inspections and certifications shall be current and maintained in force for the duration of this contract. Each item of floating plant and equipment shall have on board a waste oil management plan which details the intended disposal method for waste oil.

1.4 LICENSE REQUIREMENTS

Each vessel exceeding twenty-six feet in length, excluding sheer, which is used for pushing, hauling alongside, or any other method of towing, and not required by law to have a valid Certificate of Inspection by the U.S. Coast Guard, shall be under the actual direction and control of a person licensed for towing in the geographic area of the work by the U.S. Coast Guard. Licensed persons shall not perform command or other duties in excess of twelve hours in any consecutive twenty-four hour period except in an emergency.

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1.1 SUMMARY

1.1.1 Engineering Services

The Contractor shall furnish the required personnel, equipment, instruments, and transportation, as necessary to accomplish the required surveys. Reports and other data together with supporting material developed during the prosecution of the work shall be furnished to the Government. The Contractor shall also provide adequate professional supervision and quality control to assure the accuracy, quality, completeness, and progress of the work.

The Contractor shall provide and pay for the following field engineering services for the project:

- a. Hydrographic and other survey work specified or required in execution of this project, except for surveys performed by the Government, as indicated in these specifications.
- b. Civil, structural or other professional engineering services specified, or required to execute Contractor's construction methods.

1.2 REFERENCES

The publications listed below form a part of this section to the extent referenced. The publications are referenced in the text by basic designation only. The Army Corps of Engineers references below may be viewed or downloaded free of charge via the Internet (http://www.hnd.usace.army.mil/techinfo/).

U.S. ARMY CORPS OF ENGINEERS

EM 1110-1-1002 (1996) SURVEY MARKERS AND MONUMENTATIONS

EM 1110-2-1003 (2002) HYDRGGRAPHIC SURVEYING

1.3 DEFINITIONS

1.3.1 Survey Datum

The contract drawings refer to Mean Lower Low Water (MLLW). The Government will and the Contractor shall perform all surveys using the Mean Lower Low Water (MLLW) datum. The Contractor shall calibrate GPS equipment to the Corps of Engineers existing horizontal control net indicated on the drawings.

1.4 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-01 Preconstruction Submittals

Survey Plans; G, C.

The Contractor shall submit, as part of the Quality Control Plan, a detailed plan describing the survey methods to be used during the work. The plan shall include the equipment to be utilized, tidal data, general site plan map, line designation map, calibration procedures to be used, expected horizontal and vertical accuracies, and pertinent information to describe the methods, and results to be obtained. Field surveys shall not begin until these plans are approved.

Layout Plan; G, C.

A complete plan of the dredging areas showing the horizontal layout of all physical and electronic ranges to be used for horizontal control. The drawings shall be drawn at a scale sufficiently large to show all pertinent details. The drawings shall be submitted as blue or black lines on a white background.

Charts..

Current and tide charts to be used for the area(s) being dredged shall be submitted.

Survey Personnel.

Furnish a listing of the personnel who will perform the survey work required by this contract. The listing shall include a brief summary of the hydrographic survey experience of each person. The list shall be submitted prior to the preconstruction conference.

SD-05 Design Data

Field Survey Data.

Submit field data; depth sounder rolls, corrected for tide, and corresponding boat plots; daily logs; and quantity computations. Submit data sufficient for the Government to reproduce the Contractor's survey plot by referring only to this field data.

The electronic field data, including XY coordinates (points), and Z depths (elevations) in ASCII file format, shall be submitted on a daily basis with the CQC reports. Deficiencies shall be corrected and a re-survey of the area shall be performed, as necessary to ensure correction has been achieved. Data shall be submitted in a readable and usable format, utilizing industry recognized standard file formats and extensions. Data shall be submitted with a commercially available software program and technical support to provide the on-site capability to read and print the data.

1.5 GENERAL HYDROGRAPHIC SURVEY REQUIREMENTS

All hydrographic surveys for this project shall follow the mandatory criteria given in EM 1110-2-1003 for the "Navigation and Dredging Support Surveys" class of survey as a minimum.

Survey lines may be run either perpendicular to the channel limits at 50 foot offsets or longitudinal at 25 foot offsets. The lines shall clearly identify the toe and extend out to a minimum of three times the project depth to accurately depict the side slope.

1.6 HORIZONTAL POSITIONING PROCEDURES AND ACCURACIES

Vessel positioning systems utilized on this contract shall conform with the allowable horizontal positioning criteria in EM 1110-2-1003. The positioning system used shall be capable of meeting or exceeding the accuracy requirements and shall not exceed the allowable ranges where indicated. The Contractor may be required to demonstrate to the Government that its positioning system is capable of meeting or exceeding the accuracy requirements in EM 1110-2-1003.

1.7 REFERENCE HORIZONTAL CONTROL DATA

At the preconstruction conference, the Government will provide project control from which hydrographic surveys may be extended. This control shall be presumed to meet the accuracy requirements in EM 1110-2-1003. The Contractor shall immediately notify the Contracting Officer if existing control points have been disturbed. In the event new station monumentation is required to perform the work, new stations shall be monumenteted in accordance with EM 1110-1-1002 criteria, and an equitable adjustment will be made to the contract.

1.8 DEPTH MEASUREMENT PROCEDURES AND CALIBRATION

1.8.1 Depth Measurement Precision and Accuracy

Depth measurements including depth observation precision and resolution shall meet the vertical accuracy standards prescribed in EM 1110-2-1003.

1.9 VERTICAL REFERENCE DATUMS

Depth measurements shall be reduced to the specified datum using concurrent staff/gage readings, as described in EM 1110-2-1003. Tide staffs/gages shall be constructed, referenced, maintained, stilled, and read in accordance with the criteria in EM 1110-2-1003.

1.10 FIELD DATA RECORDING, REDUCTIONS, ARCHIVING, AND PLOTTING REQUIREMENTS.

The data format fields for submitting reduced hydrographic data to the District is $x\ y\ z$. The topographic and feature data shall conform to the intergraph general 3D design file formats specified in the reference. Digital data shall be contained on a 3.5 inch floppy disk or CD-ROM.

1.11 VOLUME COMPUTATIONS

The Contractor shall have the capability to compute excavation quantities from work performed under this contract. The Government will furnish construction templates and limits from which volumes are to be computed using any of the techniques given in EM 1110-2-1003. Section drawings shall be made at the horizontal and vertical scales given in EM 1110-2-1003.

1.12 MISCELLANEOUS QUALITY CONTROL PROCEDURES

1.12.1 Automated System Synchronization Checks

Each automated hydrographic survey system shall be checked to insure adequacy of correlation between position and depth. Methods for performing this check are given in EM 1110-2-1003.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.1 CONTRACTOR SURVEYS

3.1.1 Personnel

3.1.2 Contractor Quality Control Surveys

The Contractor shall examine his work by conducting hydrographic surveys at no more than 30-day intervals, upon completion of separable portions of the work, and upon completion of the entire work. Contractor quality control surveys shall also be performed and submitted to the Contracting Officer prior to any request for a Government survey for final acceptance. The Contractor shall prepare survey maps based on the results of these surveys. These maps shall be used, by the Contractor, to satisfy himself of the effectiveness of his operations. Attainment of contract depth shall be verified, and a comparison of actual progress and in-place quantities dredged with scheduled progress shall be performed. Contractor surveys will not be used for final payment or acceptance. See Section 02325 DREDGING for additional Contractor survey requirements.

3.1.3 Contractor Progress Payment Surveys

The Contractor shall conduct surveys for any periods for which progress payments are requested. The Contractor will make the computations based on these surveys. All surveys accomplished by the Contractor shall be conducted under the direction of the Contracting Officer, unless the Contracting Officer waives this requirement for each specific instance. Promptly upon completing a survey, the Contractor shall furnish all data relating to the survey to the Contracting Officer, who will use the data as necessary to determine the amount of progress payments.

3.2 GOVERNMENT SURVEYS

3.2.1 Government Quantity Surveys

The Contracting Officer will conduct the original and final surveys for all dredging areas and make all quantity computations based on those surveys. The surveys will be performed at no expense to the Contractor, except as noted in paragraph "Final Examination and Acceptance" below and as specified in Section 02325 DREDGING. The Contractor shall give a minimum of 3 days notice before completion of a portion of the work requiring a post-dredge survey. A minimum of 2 days will be required by the Government for completion of each of the post-dredge surveys at the site and another 10 to 15 days for calculation of quantities removed and verification of completion of work.

3.2.2 Government Quantity Calculations

All quantity estimates for dredged material removed will be determined using all edited sounding information obtained from Government pre and post dredge surveys. A Digital Terrain Model (DTM) will be created from each of the pre and post dredge surveys. A channel design template will be created at the required dredging depth and at the total allowable overdepth. Each of the channel design templates will be compared with the pre dredge DTM to determine the available quantity of required dredge material and available quantity of overdepth material. The same channel design templates will be compared to the post dredge DTM to determine the quantity of material remaining above the required dredging depth and the quantity of material remaining above the total allowable overdepth. The quantity of required dredged material removed will be derived from these comparisons. If the "box-cutting method of dredging is used to remove dredge material contained in side slopes where "box-cutting is permitted, the channel design templates will be modified to include a "box-cut" width. In all cases, the same channel design templates will be used to determine both the pre and post dredge quantities. Material removed below the total allowable overdepth will not be included in the payable quantity of material.

3.2.3 Final Examination by the Government

- a. Submission of all Contractor quality control survey data, including plots, is required prior to performance of final examination and acceptance surveys by the Government.
- b. As soon as practicable after completion of the entire work or any section thereof such work will be thoroughly examined at the cost and expense of the Government by sounding or sweeping, or both, as determined by the Contracting Officer. Should any shoals, lumps, or other lack of contract depth be disclosed by this examination the Contractor will be required to remove same by dragging the bottom or by dredging at the contract rate for dredging, but if the bottom is soft and the shoal areas are small and form no material obstruction to navigation, the removal of such shoal may be waived by the discretion of the Contracting Officer. Contractor will be notified when soundings and/or sweepings are to be made, and may be permitted to accompany the survey party if approved by the Contracting Officer. When the area is found to be in a satisfactory condition, it will be accepted finally. Should more than two sounding or sweeping operations by the Government over an area be necessary by reason of work for removal of shoals disclosed by a prior sounding or sweeping, the cost of such third and any subsequent sounding or sweeping operations will be charged against the Contractor. The rate for each day in which the Government survey plant is engaged in such sounding or sweeping operations and/or is en route to or from the site, or is held, for the Contractor's convenience at or near the site for these operations, shall be \$2,400.00.

3.2.4 Final Acceptance by the Government

Final acceptance of the whole or any part of the work, and the deductions or corrections of deductions made thereon will not be reopened after having once been made, except on evidence of collusion, fraud, or obvious error.

-- End of Section --

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DIVISION 02 - SITE WORK

SECTION 02325

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SECTION 02325

DREDGING

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by the basic designation only.

CORPS OF ENGINEERS (COE)

COE EM-385-1-1

(1996) Safety and Health Requirements Manual

1.2 DEFINITIONS

1.2.1 Maintenance Material

Maintenance material is defined as the accumulated shoals that have accumulated within the New Haven Federal Channel and Turning Basin since completion of the last maintenance dredging project.

1.3 RELATED WORK SPECIFIED ELSEWHERE

1.3.1 Environmental Protection Requirements

Provide and maintain during the life of the contract, environmental protective measures. Also, provide environmental protective measures required to correct conditions, such as oil spills or debris, that occur during the dredging operations. Comply with Federal, State, and local regulations pertaining to water, air, and noise pollution. See Section 01355 ENVIRONMENTAL PROTECTION.

1.3.2 Underwater Diving Operations

In the event that underwater diving operations become necessary due to the work of this contract, such operations shall be conducted in accordance with CORPS OF ENGINEERS (COE) COE EM-385-1-1 Section 30.

1.4 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-01 Preconstruction Submittals

Work Plan; G, C.

The Contractor shall submit a work plan for accomplishing the dredging work of this contract. The following items shall be considered, at a minimum, for inclusion in the work plan:

- a. Anticipated plant and equipment,
- b. expected coordination requirements,
- c. survey requirements,
- d. proposed measures for avoiding damage to adjacent structures and banks of the Harbor, and
- e. proposed measures to avoid overdredging.

Debris Management Plan; G, C.

A debris management plan shall be developed and submitted to the Contracting Officer for approval.

Inspection of Disposal.

Submit names of inspectors certified by the Corps of Engineers to be used for monitoring disposal activities for the Government.

Scow Cards.

Submit scow cards for each scow to be used for contract work. Scow cards shall have information specified in paragraph "Scows."

SD-05 Design Data

Electronic Tracking System Data.

The Contractor shall furnish required discs, CD-ROM, and charts to the Contracting Officer.

Equipment and Performance Data.

The Contractor shall furnish proof of electronic positioning equipment calibration to the Contracting Officer.

Daily/Monthly Report of Operations.

The Contractor shall prepare and submit two (2) copies of the Daily Report of Operations, using ENG Form No. 4267, for each dredge working. This report shall be submitted on a daily basis A copy of this form is appended to the end of this Section.

Additionally, one copy of these shall be maintained by the Contractor on the dredge(s) for the Contracting Officer's inspection purpose. Further instructions on the preparation of the reports will be furnished at the Preconstruction Conference.

1.5 NOTIFICATIONS

1.5.1 Notice of Misplaced Material

The Contractor shall notify the Contracting Officer and the U.S. Coast Guard Marine Safety Office of any misplaced material.

1.5.2 Notice of Need for Dredging Survey

The Contractor shall give 14 days advance notice, in writing, to the Contracting Officer of the need for a pre-dredging survey or after-dredging survey for final acceptance for each acceptance section.

1.5.3 Relocation of Navigation Aids

The Contractor shall not remove, change the location of, obstruct, willfully damage, make fast to, or interfere with any aid to navigation. The Contractor shall notify the Coast Guard District Commander, in writing, with a copy to the Contracting Officer, 14 days in advance of the time he plans to dredge adjacent to any aids which require relocation to facilitate the dredging operation. A copy of the notification shall be provided to the Contraction Officer.

The Coast Guard point of contact is John Mauro, (617) 223-8355, jmauro@dl.uscg.mil.

1.6 MATERIAL TO BE REMOVED

1.6.1 Character of Materials to be Removed

The material to be removed to accomplish the specified dredging work is expected to be primarily silt. The Contractor is expected to examine the site of the work and determine the character of the materials to be dredged.

1.6.2 Results of Explorations

Explorations to determine the character of materials to be removed, have been made by the Government. Physical analysis data is are attached at the end of this section. Although the results of such explorations are representative of conditions at their respective locations, local variations in the materials are to be expected and, if encountered, will not be considered materially different within the purview of the contract.

1.7 WORK AREA

1.7.1 Access

The Contractor shall be responsible for providing and maintaining access necessary for his equipment and plant to and from the work site, mooring area, and disposal area. The Contractor shall ascertain the environmental conditions which can affect the access such as climate, winds, currents, waves, depths, shoaling, and scouring tendencies.

1.7.2 Protection of Existing Waterways

The Contractor shall conduct his operations in such a manner that material or other debris are not pushed outside of dredging limits or otherwise deposited in existing side channels, basins, docking areas, or other areas being utilized by vessels. The Contractor will be required to change his method of operations as may be required to comply with the above requirements. Should any bottom material or other debris be pushed into areas described above, as a result of the Contractor's operations, the material must be promptly removed.

1.7.3 Adjacent Property and Structures

The Contractor shall conduct the dredging operation such that it does not

undermine, weaken or otherwise impair existing structures located in or near the areas to be dredged. The Contractor shall investigate the existing structures at the site and plan the dredging work accordingly.

Damage to private or public property or structures resulting from the disposal or dredging operations shall be repaired promptly by the Contractor at his expense. Damage to structures resulting from the Contractor's negligence will result in suspension of dredging and require prompt repair at the Contractor's expense as a prerequisite to the resumption of dredging.

1.7.4 Artificial Obstructions

The Contractor may encounter bottom debris such as, but not limited to, pieces of broken cable, rope, and miscellaneous metal objects. The Government has no knowledge of existing wrecks, wreckage, or other artificial obstructions of such size or character as to require the use of explosives for its removal. During dredging operations, the Contractor shall remove all debris encountered. Debris, unsuitable for disposal at the disposal site, removed from the dredging area shall be separated and stockpiled for upland disposal. Disposal in accordance with local, Federal, and State laws and regulations shall be the responsibility of the Contractor. In case the actual conditions differ from those stated or shown, or both, an adjustment in contract price or time of completion, or both, will be made in accordance with "FAR 52.236-2, Differing Site Conditions."

1.7.5 Protection of Utility Lines

Existing utility lines that are shown on the drawings or the locations of which are made known to the Contractor prior to dredging, and that are to be retained, shall be protected from damage during dredging, and if damaged, shall be satisfactorily repaired by the Contractor at no additional cost to the Government. Prior to commencement of dredging, the Contractor shall coordinate with the Contracting Officer and the applicable utility company to mark the exact locations of existing utilities, and establish in detail the proposed method of protecting the existing utilities. In the event that the Contractor damages any existing utility lines that are not shown on the drawings or the locations of which are not known to the Contractor, report thereof shall be made immediately to the Contracting Officer. If the Contracting Officer determines that repairs shall be made by the Contractor, such repairs will be ordered under the Contract Clause entitled "DIFFERING SITE CONDITIONS."

1.8 OVERDEPTH AND SIDE SLOPES

1.8.1 Overdepth

To cover inaccuracies of the dredging process, material actually removed from within the specific areas to be dredged to a depth of not more than two feet below the required depth will be estimated and paid for at the contract price.

1.8.2 Side Slopes

Material dredged to provide for final indicated side slopes will be measured and paid for at the applicable unit price. The material may be dredged from the original position or by dredging the space below the pay slope plane at the bottom of the slope for upslope material capable of

falling into the cut. Payment will not be made for material in excess of the amount originally lying above the pay slope plane. The limiting amount of side-slope overdepth will be measured vertically.

1.8.3 Excessive Dredging

Material taken from beyond the limits as specified in the Article "OVERDEPTH AND SIDE SLOPES" above will be deducted from the total amount dredged as excessive overdepth dredging, or excessive side-slope dredging for which payment will not be made.

1.9 QUANTITY OF MATERIAL

The total estimated amount of material to be removed from within the specified limits, including side slopes and allowable overdepths is shown on the Bidding schedule. The estimated quantity for bidding purposes and for application of the "FAR 52.212-11, Variation in Estimated Quantity" shall be the total quantity, including overdepth. The quantities listed are estimates only.

]1.10 INSPECTION OF DISPOSAL

No disposal shall be done unless an inspector, approved by the Contracting Officer is present. The inspector shall be available on a full-time basis to cover all phases of operations in connection with disposal of the dredged materials.

The Contractor shall be responsible for and provide qualified disposal inspection services at no additional cost to the Government. The Contractor shall notify the Contracting Officer of the names of the Corps of Engineers Certified inspectors to be used prior to commencement of work. Every discharge of dredge material must be officially witnessed and properly documented by an onboard inspector who has been trained by, and who holds a current certification from the New England District, Army Corps of Engineers. Failure to adhere to this requirement will be considered a serious violation of this contract and cause for an immediate stop-work order by the Contracting Officer and which could precipitate substantial penalties including but not necessarily limited to fines, withholding of funds and non-payment due to misplaced materials.

1.10.1 Communication

The Contractor shall provide the Contracting Officer with 2 hand-held VHF radios capable of communicating with the Contractor's marine plant for the duration of the contract.

1.10.2 Transportation

The Contractor shall furnish, on the request of the Contracting Officer or federal biologist, the use of such boats, boatmen, laborers, and material forming a part of the ordinary and usual equipment and crew of the equipment or marine plant as may be reasonably necessary in inspecting and monitoring the work. The Contractor shall furnish, on request, suitable transportation from all points on shore designated by the Contracting Officer to and from the various pieces of plant, and the work site.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION

3.1 CONDUCT OF DREDGING WORK

3.1.1 Method OF Dredging

All dredging under this contract shall be performed using a mechanical type of dredge and scows.

3.1.2 Order of Work

a. The Contractor shall start and complete the work in the order of precedence as prescribed below or as otherwise approved by the Contracting Officer. Environmental and operational criteria relative to the preparation of a work sequence and time schedule are listed below. The Government reserves the right to change the order of work at any time. See Section 01110 for additional requirements relative to project coordination and sequence of work.

The work shall be performed by commencing at the north end of the project and continually work toward the south end of the Channel.

b. The Contractor shall prepare and submit to the Contracting Officer for review and approval a progress schedule in accordance with Section 01110, Paragraph "Work Sequence."

3.1.3 Environmental Criteria Relative to Dredging

- a. Dredging activities will not be permitted from February 1 through May 15 inclusive, of any year in order to protect winter flounder early life-stage development in the area.
- b. Dredging activities will not be permitted from June 1 through September 30 inclusive, of any year in order to protect spawning shellfish in the area.
- c. Dredging activities will not be permitted north of the pier identified at the "Kopperg Wharf" from April 1 through June 30 inclusive, of any year in order to protect anadromous fish migration in the area.

3.1.4 Operational Criteria Relative to Dredging

The excavation of material shall be from within the areas indicated on the drawings. Excavation of material shall be conducted to maintain a required production rate of 200,000 cubic yards of material for each 30 calendar day period.

3.1.5 Method of Disposal

Provide for safe transportation and disposal of dredged materials. Transport and dispose of dredged material at Central Long Island Sound Disposal Area. Dispose the dredge material at a taut wire buoy. The location of the disposal site is shown on the drawing attached at the end of this section. The maximum distance to which material will have to be transported will not exceed 9 nautical miles. Except as otherwise authorized by the Contracting Officer in writing, no dumping shall be done unless an inspector appointed by the Contracting Officer is present at the time.

3.1.6 Alternative Disposal Sites

Bids received shall be based on utilizing only the above described disposal area. Alternate areas will not be considered until after the award of the contract. If, after the award of the contract, a disposal area other than that stipulated in these specifications is proposed, its acceptance will be subject to the approval of the Contracting Officer after an adjustment of the contract price if found necessary by the Contracting Officer to protect the Government's interest. The Contractor shall obtain the written consent of the owners of the substitute grounds and furnish evidence thereof to the Contracting Officer. All expenses incurred in connection with providing and making available such disposal areas shall be borne by the Contractor, and all materials deposited thereon, and all operations in connection therewith, shall be at the Contractors risk. Comply with rules and regulations of local port and harbor governing authorities.

3.1.7 Misplaced Material Disposal

Material that is deposited elsewhere than in locations designated or approved by the Contracting Officer will not be paid for and the Contractor shall be required to remove such misplaced material and deposit it where directed at his expense.

3.1.8 Interference with Navigation

Minimize interference with the use of channels and passages. The Contracting Officer will direct the shifting or moving of dredges or the interruption of dredging operations to accommodate the movement of vessels and floating equipment, if necessary. The Contractor shall comply with all requests from the Contracting Officer to move or interrupt dredging operations for a reasonable time period at on no additional cost to the Government.

3.1.9 Ranges, Gages, and Lines

Furnish, set, and maintain ranges, buoys, and markers needed to define the work and to facilitate inspection. Establish and maintain gages in locations observable from each part of the work so that the depth may be determined. Suspend dredging when the gages or ranges cannot be seen or followed. The Contracting Officer will furnish, upon request by the Contractor, survey lines, points, and elevations necessary for the setting of ranges, gages, and buoys.

3.1.10 Debris Management Plan

Debris removed from the bottom during dredging operations, which is not suitable for disposal at the Central Long Island Sound Disposal site, shall be collected and removed from the work site. Unsuitable materials include large items such as timbers, pilings, sections of piers, and metallic debris. Generally, all floating debris and bottom debris larger than 10 feet in any dimension will be considered unsuitable for ocean disposal. A debris management plan shall be developed, accepted by the Contracting Officer and followed by the Contractor. Each day during dredging operations, the Contractor shall use a boat to collect and remove floating debris resulting from project activities. Floating debris shall also be removed from within barges. Containers for temporary storage of the collected debris shall be maintained on the dredge or support barge.

3.1.11 Lights

Each night, between sunset and sunrise and during periods of restricted visibility, provide lights for floating plants, pipelines, ranges, and markers. Also, provide lights for buoys that could endanger or obstruct navigation. When night work is in progress, maintain lights from sunset to sunrise for the observation of dredging operations. Lighting shall conform to United States Coast Guard requirements for visibility and color.

3.2 PLANT

3.2.1 Tow Boats

All tow boats used for towing to disposal areas shall be equipped with DGPS navigational equipment, radar, corrected compass, marine radio, and depth sounding equipment which is to be maintained in operating condition during each tow. The tow boats utilized by the Contractor for this purpose shall be of a size adequate for towing in heavy seas and shall have necessary reserve power for maneuvering with scows in rough seas and under emergency conditions as well as for control of scows at the disposal point.

3.2.2 Scows

The Contractor shall provide and maintain markings on all scows clearly indicating the draft of the scow and shall provide scow cards for each scow used on the contract work. The scow cards shall show dimensions and volumes of individual pockets of scows and total volumes for varying depths below coaming or top of pockets. This is to enable Government personnel to make a determination of scow volume and corresponding drafts under partial and full load conditions. These measurements are to be made at the time of initial use of each scow. This information will then be furnished to disposal inspectors to enable them to estimate scow volume from draft of scows for each scow being towed to the disposal area. The scow volume estimates are for use in connection with disposal area monitoring studies and are not intended to be used in determining quantities dredged. At the beginning of the work and as additional scows arrive on the project, sufficient time shall be allowed by the Contractor and assistance of Contractor personnel shall be made available by the Contractor for the purpose of obtaining the measurements of each scow under various partial and full load conditions. During the entire period of contract work, the Contractor shall provide and maintain sufficient spot or floodlights to permit the reading of the draft on the sides of scows at bow and stern from the tow boat at night and when visibility is impaired. The draft readings and each pocket/compartment measurement will be required for each scow towed to the disposal area and will be made by the disposal inspector. Measurements are to be taken and recorded prior to departure from the dredge site and upon arrival at the immediate disposal location. The Contractor shall ensure that adequate time is allowed by the tow boat captain for these readings to be obtained.

3.2.2.1 Scow Pocket Doors

Due to the fine nature of the dredged material, the Contractor shall achieve proper closure and watertightness of pocket doors to eliminate seepage or leakage of material. The use of plastic material to cover cracks in scow pockets will not be allowed.

3.3 FINAL CLEANUP

Final cleanup shall include the removal of all the Contractor's plant and

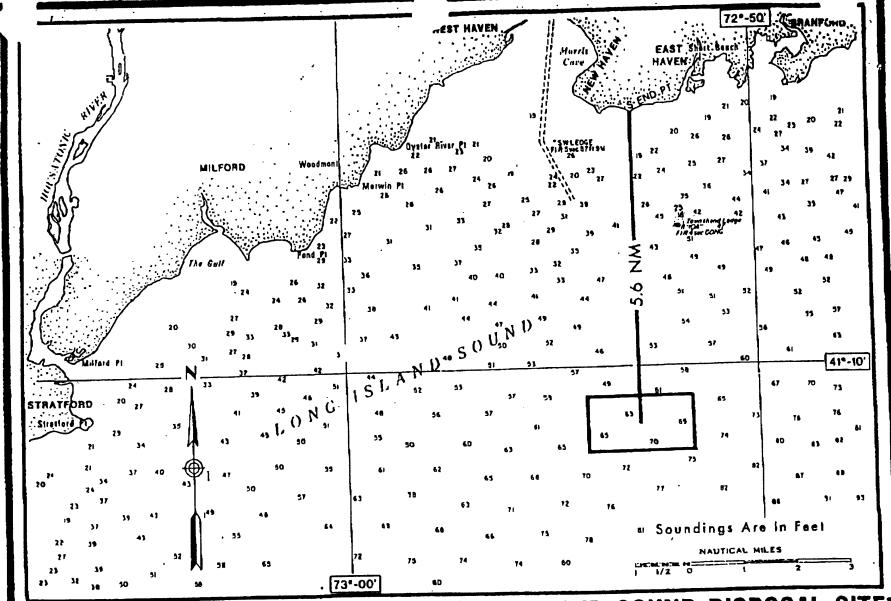
equipment either for disposal or reuse. Plant, equipment, and materials to be disposed of shall only be disposed in a manner and at locations approved by the Contracting Officer. Unless otherwise approved by the Contracting Officer, the Contractor will not be permitted to abandon any equipment in the disposal area or other areas adjacent to the worksite.

Failure to promptly remove all plant, equipment, and materials upon completion of the dredging will be considered a delay in the completion of the final cleanup and demobilization work. In such case, the Government will exercise its right to remove any plant, equipment, and materials at the Contractor's expense.

-- End of Section --



16:04



CENTRAL LONG ISLAND SOUND DISPOSAL SITE

Description: This site is 2 nautical miles long by 1 nautical mile wide with the major axis running true east-west and center at 41°-08.95'N latitude and 72°-52.85'W longitude. From the center, Southwest Ledge Light bears true 345° at 10,750 yards and Townshend Ledge Lighted Gong Buoy No. "10-A" bears true 13° at 7,400 yards. This site is approximately 5.6 nautical miles off South End Point, East Haven. Depth Range: 49.75 feet MLW. The authorized disposal point (within the overall disposal area) is specified for each dredging project in other project documents.

NOTE: The man denicts the disposal site's location in relation to landmarks. It is not intended for use in navigation.



REPORT OF OPERATIONS—PIPELINE, DIPPER OR BUCKET DREDGES										REF	REPORTS CONTROL SYMBOL ENGCW-0-13			
THRU:		· ·	TO:		_		FR	OM:	:			REPO	ORT NO.	
CHARACTER	MAINTE-	CO NEV	*								DATE OR PE	RIOD		
OF REPORT	OF REPORT NANCE WORK DAILY					TATUS [ON ANNUAL					
	NAME AND TYPE					SIZE PIPELINE			1		DIPPER OR B			
	DREDGE PUMP , SUC					N PIPE JET	<u>*</u>		in. dia. disch. CUTTER OR BUCKET PROPULSION				u. yds. cap.	
DREDGE	HORSEPOWER C													
	NUMBER OF CREW MEMBER	SH	ORE	OTHER PLANT	TOTAL		WORK SCHEDULE	SHIFTS F	SHIFTS PER DAY		DAYS PER WEEK			
	NAME				AUTH WID		<u> </u>	DEPTH	DEPTH		OVERDEPTH			
PROJECT						DIMENSIONS								
AND BAR	LOCATION (include													
<u></u>	ABSOLUTE DENSITY IN PLACE DENSITY						VOIDS RATIO							
CHARACTER	GMS/liter GRAIN SIZE				GMS/liter									
OF MATERIAL					GEOLOGICAL CLASSIFICATION									
CONTRACT	D:n. M.M. D:n. M.M. D:n.					мм					TOTAL NO. OF			
OR DREDGING ORDER	NOWBER				CONTRACTOR			HIRED LABOR		DAYS ON WHICH WORK WAS DONE				
CHANNEL	AVERAGE BEFORE					MINIMUM SEFOR			E DREDGING		AFTER DREDGING			
CONDITION	→	1 =		T		TIME			GAGE LOCATIO	N				
RIVER STAGE	MINIMUM	TIME		MAXIMUM .		IIME			GAGE LOCATIO	•				
WEATHER	(clear, cloudy, rais	n, snow, an	d fog)	<u> </u>		, vi	SIBILITY		WIND (maxim	um veloci	ity & direction	n)		
CONDITION						miles								
	WORK F	PERFOR	MED	1		DISTRIBUTION OF TIME						·· 1 ·		
ITEM UNIT				QUAI	YIIIY	1			IVE WORKING TIME geable to cost of work)			HOURS	MIN.	
AVERAGE WIDTH OF CUT FEET					PUMPING OR DREDGING									
TOTAL ADVANCE THIS PERIOD FEET						PCT. OF EFFECTIVE RENTAL TIME % BOOSTER (in line) Hrs. Min.						-		
	REVIOUS TO THE	S PERIOD	FEET			BOOSTER (in line) Hrs. Min. NON-EFFECTIVE WORKING TIME								
TOTAL ADVANCE TO DATE FEET FLOATING PIPE: SHORE PIPE:						(chargeable to cost of work)								
TOTAL LENGTH OF DISCHARGE PIPE FEET						HANDLING PIPE LINES						:		
AVERAGE LIFT FEET				-		HANDLING ANCHOR LINES CLEARING PUMP AND PIPE LINE						-	1	
AVERAGE PUMP SPEED R.P.M. AVG. DREDGED PER PUMP. HR, GROSS CU.YDS.				CLEARING CUTTER OR SUCTION HEAD										
SCOWS LOAD	DED		NUMBER			WAITING FOR SCOWS								
AVERAGE LOAD PER SCOW CU.YDS.						TO AND FROM WHARF OR ANCHORAGE CHANGING LOCATION OF PLANT ON JOB							<u>'</u>	
AMOUNT DRE	CUBIC YA EDGED THIS PER		MOAFD			LOSS DUE TO OPPOSING NATURAL ELEMENTS							+	
	S (computed amoun					LOSS DUE TO PASSING VESSELS								
(2) CREDITED (pay place)						SHORE LINE AND SHORE WORK					 			
AMOUNT PREVIOUSLY REPORTED: (1) GROSS (computed amount)						WAITING FOR BOOSTER MINOR OPER. REPAIRS (explain in remarks)						 		
	(ED (pay place)	·				WAITING FOR ATTENDANT PLANT								
TOTAL AMOUNT DREDGED TO DATE:						PREPARATION AND MAKING UP TOW						ļ		
(1) GROSS (computed amount)						TRANSFERRING PLANT BETWEEN WORKS LAY TIME OFF SHIFT AND SATURDAYS						-		
(2) CREDITED (pay place) ATTENDANT PLANT							SUNDAYS AND HOLIDAYS							
ITEM		OR NUMB			HOURS	FIRE DI			-					
						MISCELLANEOUS (explain in remarks) TOTAL NON-EFFECTIVE WORKING TIME						 		
					PCT. OF NON-EFFECTIVE RENTAL TIME %									
					TOTAL EFFECTIVE AND NON-EFFECTIVE									
					(chargeable to cost of work) PCT. OF TOTAL TIME IN PERIOD %									
						PCI. O					1 /			
<u> </u>									LOST TIME	of work)				
					MAJOR REPAIRS AND ALTERATIONS					1				
					COLLISIONS						+	-		
	 								5 (explain in	remarks,	,	+		
NUMBER OF	BY DISTRICT PERSO	NNEL	BY DIV & O	CE PERSONN	4Er	TOTAL								
INSPECTIONS		VELOPED W	HICH MIGH	T LEAD TO A		PERCE	NTAGE	E OF	F TOTAL TIME			6		
CONTRACT USE ONLY HAS ANYTHING DEVELOPED WHICH MIGHT LEAD TO A CHANGE ORDER OR CLAIM? NO YES (If "YES", explain under remarks on back)						101	AL TIA	WE I	IN PERIOD			<u></u>	<u></u>	

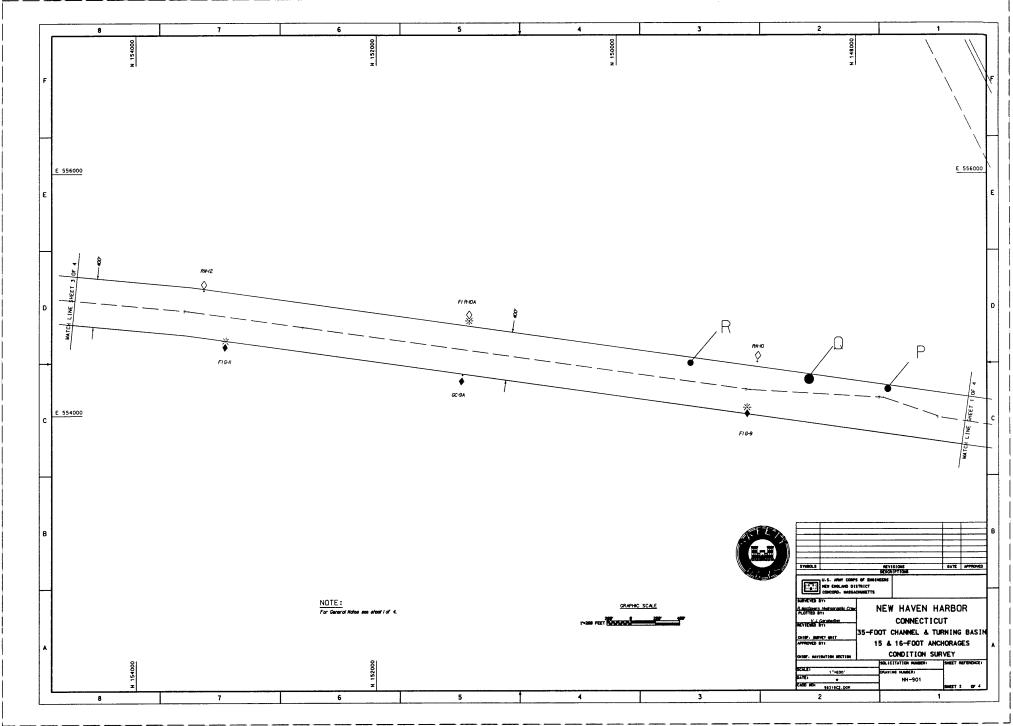
ENG FORM

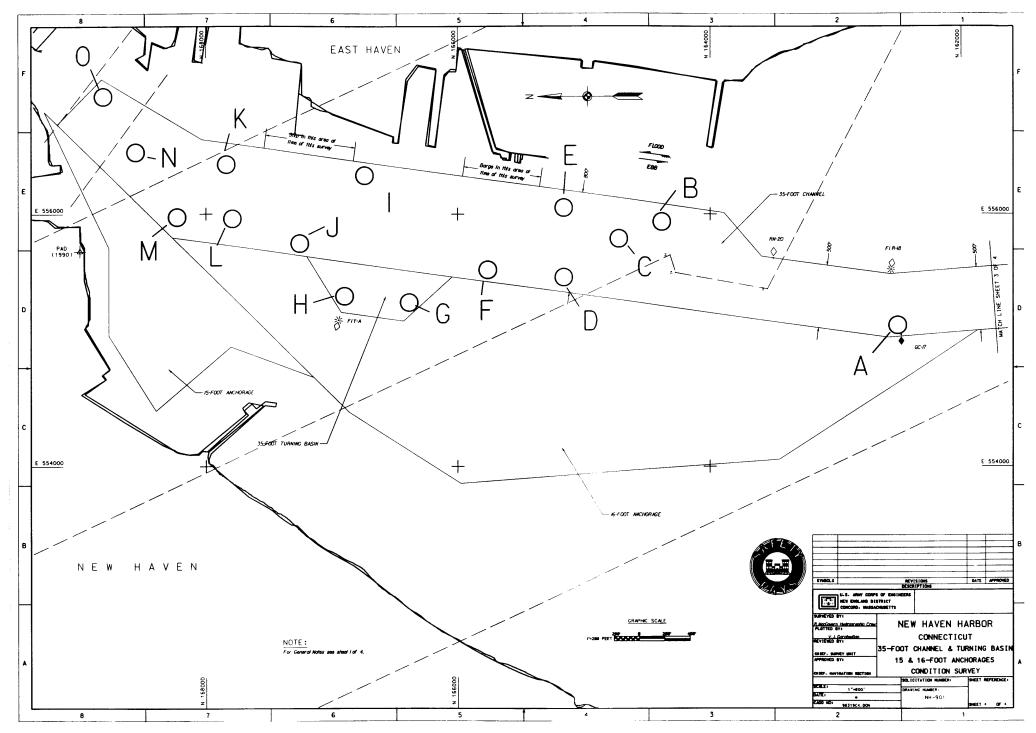
4267

REPLACES ENG FORM 28 (Costs), 1 MAR 53, AND ENG FORM 29 (Costs).
1 JAN 62, WHICH ARE OBSOLETE. (ER1125-2-304)

SUMMARY OF COSTS										
	COST									
DIRECT PLANT										
UNIFORM I										
CHAR aa										
ACTUAL PL										
SUBSI	\$ \$ \$									
FUEL_										
LUBRI	\$ \$									
PLAN	# ************************************									
ATTEN	NDANT P	LANT			\$					
					\$					
SUBTOTAL- SUBTOTAL-	\$									
SHORE WORK				PER CUBI						
SUBTOTAL-				_	PER CUBIC YARD.	3				
SUBTOTAL-		WORK UNIT	CO313 \$	P	EN COUIC TARD,					
SURVEYS					<u>\$</u>	1				
INSPECTIO	N AND S	SUPERVISION	l. 			1				
1					\$					
SUBTOTAL	\$									
SUBTOTAL-	-OTHER	UNIT COST)	PER CUBIC	IARU.					
GRAND TOTAL				PER CUBIC		\$				
OPERATING SUPPLIES CONSUMED INVENTORY				ENTORY	ANNUAL REPORT DA (complete when submitting Annual					
COMMODITIES	UNIT	QUANTITY	YTITHAUD	VALUE	COST PER RENTAL MINUTE	per				
FUEL (oil)	BBLS				(Based on total operating cost) TOTAL COST OF PLANT					
LUBRICANT (oil)	GAL				(End of F.Y. reporting period) BOOK VALUE					
LUBRICANT (grease)	LBS				(End of F.Y. reporting period)					
WATER	GAL				(End of F.Y. reporting period) PLANT OWNERSHIP COSTS	. 3				
					(Actual for F.Y. reporting period):	s				
	REPAIRS (Adjusted)					S				
	<u> </u>		L		CESSATION OF WORKSMALL TOOLS, ETC	\$				
SUBSISTENCE					-					
	\$									
TOTAL				\$	TOTAL	1				
SUBMITTED BY	(Name.	title, and sign	nature) REC Iure		Name. title, and signa- APPROVED BY (Name	. title, and signature)				

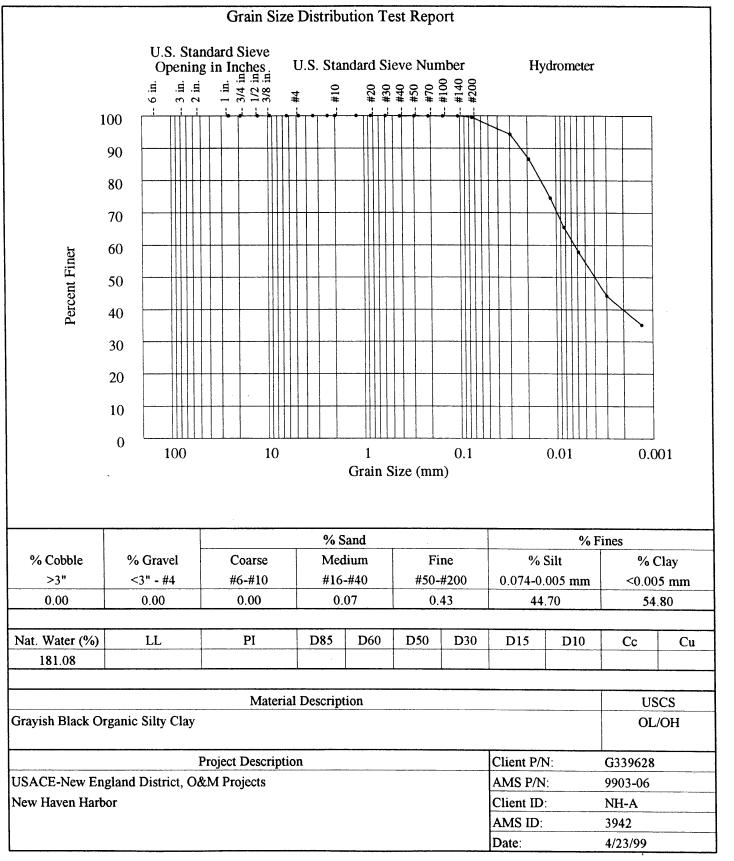
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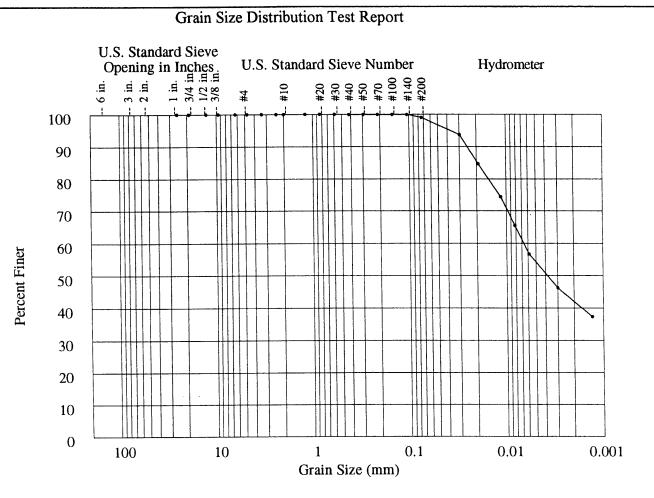


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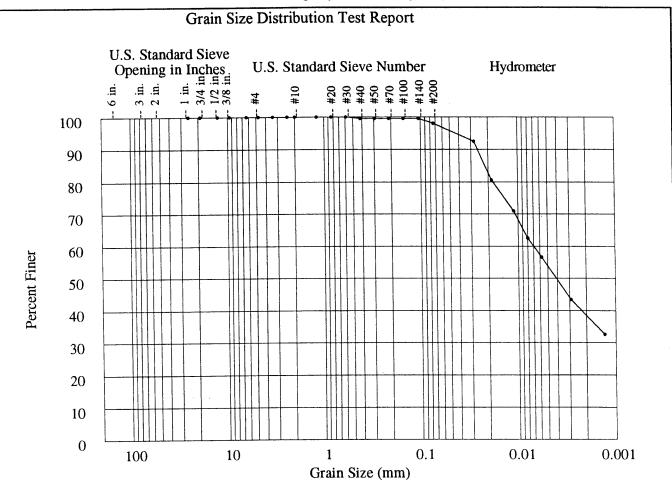






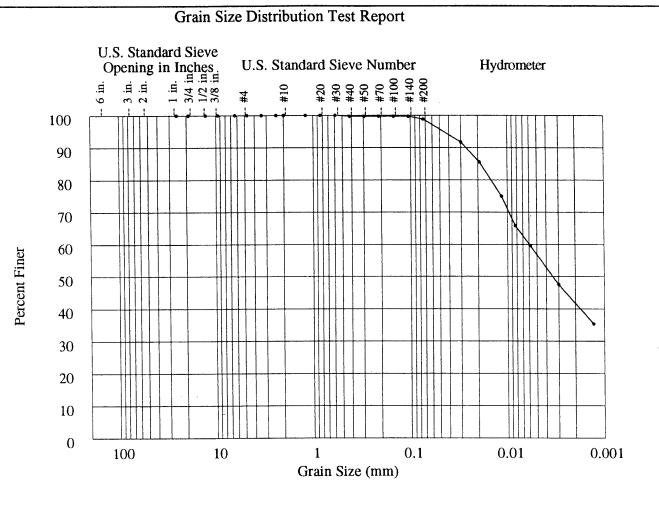
	% Sand bble % Gravel Coarse Medium Fine % Si						% F	ines		
% Cobble >3"	% Gravel	Coarse #6-#10		lium -#40		ne #200		Silt .005 mm	% Clay m <0.005 m	
0.00	0.00	0.02		04		87		.78	54.30	
Nat. Water (%)	LL	PI D85 D60 D50 D30		D30	D15	D10	Cc	Cu		
188.01			·							
		Materi	al Descript	tion	····				US	CS
Black Organic Sil	ty Clay								OL	/OH
	I	Project Descript	ion				Client P/1	N:	G339628	
USACE-New Eng	ew England District, O&M Projects			AMS P/N	I:	9903-06				
New Haven Harbor					Client ID	:	NH-B			
							AMS ID:		3928	
							Date:		4/23/99	





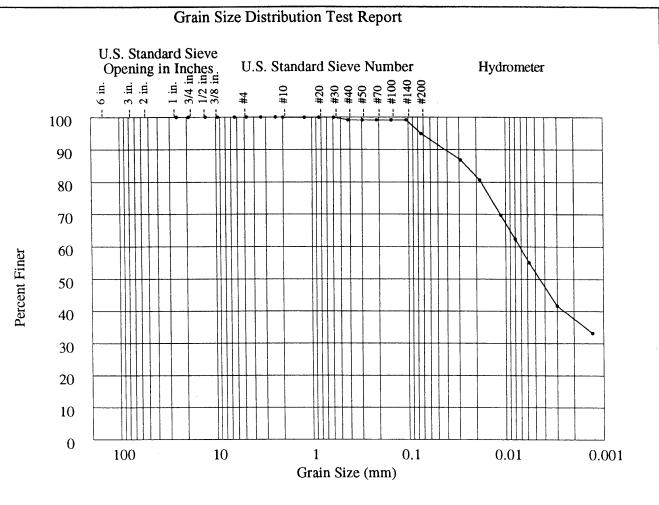
			% S	and				% I	ines	
% Cobble >3"	% Gravel <3" - #4	Coarse #6-#10	1	lium -#40		ne #200	1	Silt 005 mm	% Clay <0.005 mm	
0.00	0.00	0.04	0.40		1.51		43	.74	54	.30
Nat. Water (%)	LL	PI	PI D85 D60		D 50	D30	D15 D10		Cc C	
164.21										
		Materi	al Descript	tion					US	CS
Grayish Black Org	ganic Silty Clay								OL	/OH
	I	Project Descript	ion				Client P/I	V :	G339628	
USACE-New Eng	gland District, O&	kM Projects					AMS P/N	Ī:	9903-06	
New Haven Harbo	or						Client ID	•	NH-C	
							AMS ID:		3943	
							Date:		4/23/99	





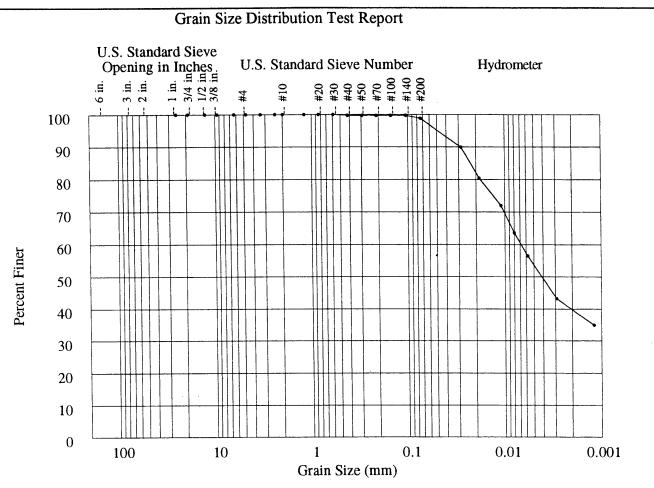
				% F	ines					
% Cobble	% Gravel	Coarse	Med	lium	Fi	ne	%	Silt	%(Clay
>3"	<3" - #4	#6-#10	#16	-#40	#50-	#200	0.074-0.005 mm		<0.00	5 mm
0.00	0.00	0.04	0.	26	0.	0.89 4		.71	57	.10
					· · · · · · · · · · · · · · · · · · ·			,		
Nat. Water (%)	LL	PI	D85	D60	D50	D 30	D15	D10	Сс	Cu
169.05		·								
		Materi	al Descript	ion					US	CS
Grayish Black Org	ganic Silty Clay								OL	/OH
,	F	Project Descript	ion				Client P/1	1 :	G339628	
USACE-New Eng	land District, O&						AMS P/N	ī:	9903-06	,
New Haven Harbo	or					Client ID	:	NH-D		
							AMS ID:		3944	
		D					Date:		4/23/99	





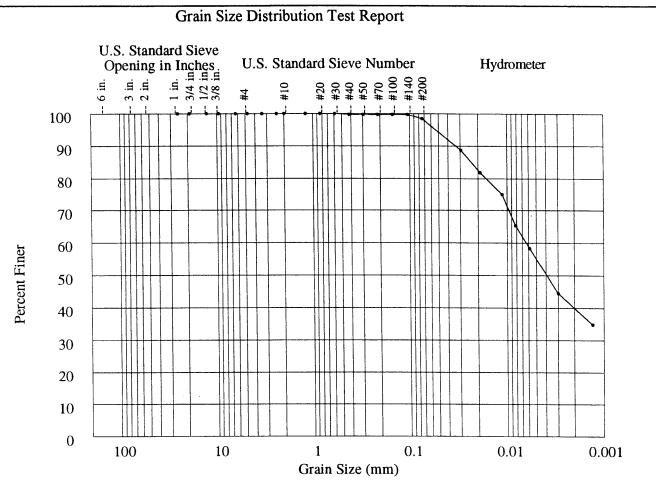
	% Sand % Gravel Coarse Medium Fine % Silt								ines	
% Cobble	% Gravel	Coarse	Med	lium	Fi	ne	%	Silt	% Clay	
>3"	<3" - #4	#6-#10	#16	-#40	#50-	#200	0.074-0.	005 mm	<0.005 mm	
0.00	0.00	0.11	0.	77	4.	24	42	.38	52	.50
				·	,					
Nat. Water (%)	LL	PI	D85	D60	D50	D30	D15	D10	Сс	Cu
173.11										
		Materi	al Descript	tion					US	SCS
Grayish Black Org	ganic Silty Clay								OL	/OH
	ī	Project Descripti	ion				Client P/	Ŋ.	G339628	
USACE-New Eng		- -					AMS P/N		9903-06	
New Haven Harbo	or						Client ID	:	NH-E	
							AMS ID:		3938	
							Date:		4/23/99	





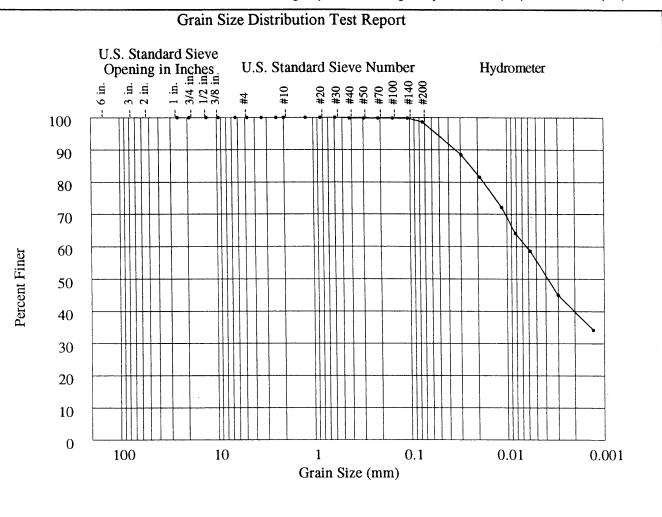
			% S		% F	ines				
% Cobble	% Gravel	Coarse	Med	lium	Fi	ne	% :	Silt	% (Clay
>3"	<3" - #4	#6-#10	#16	-#40	#50-	#200	0.074-0.	005 mm	<0.00	5 mm
0.00	0.00	0.01	0.	21	0.	92	44	.56	54.	.30
		· · · · · · · · · · · · · · · · · · ·								
Nat. Water (%)	LL	PI	D85	D60	D50	D30	D15	D10	Сс	Cu
188.21										
		Materia	al Descript	ion			700000000000000000000000000000000000000		USCS	
Grayish Black Or	ganic Silty Clay								OL	/OH
							Tau = 5			
		Project Descripti	on				Client P/I	N:	G339628	
USACE-New Eng	gland District, Od	&M Projects	M Projects						9903-06	-
New Haven Harbo	w Haven Harbor						Client ID		NH-F	
							AMS ID:		3936	
							Date:		4/23/99	





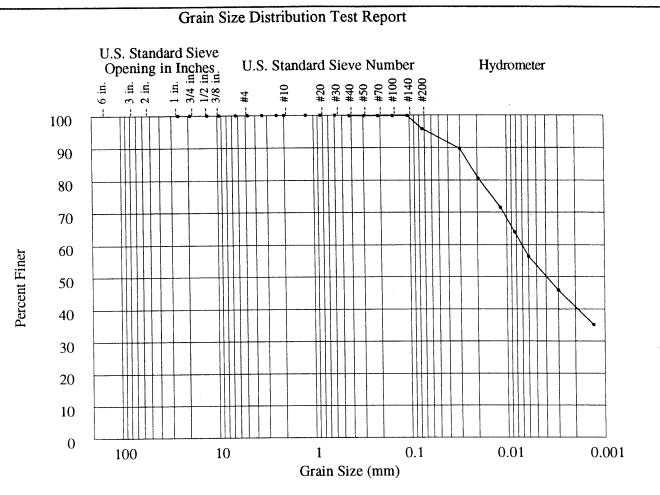
	% Sand % Gravel Coarse Medium Fine % S								ines	
% Cobble	% Gravel	Coarse						Silt	% Clay	
>3"	<3" - #4	#6-#10	#16-	-#40	#50-	#200	0.074-0.	005 mm	<0.005 mm	
0.00	0.00	0.00	0.:	26	1.	26	43	.23	55.25	
Nat. Water (%)	LL	PI	PI D85 D60 D50 D30				D15	D10	Сс	Cu
195.17			,							
	······································	Materia	al Descript	ion			···		US	SCS
Black Organic Sil	ty Clay								OL	/OH
	F	Project Descripti	on				Client P/	V :	G339628	
USACE-New Eng	land District, O&	M Projects					AMS P/N	[:	9903-06	
New Haven Harbo	or						Client ID		NH-G	
							AMS ID:		3930	
							Date:		4/23/99	





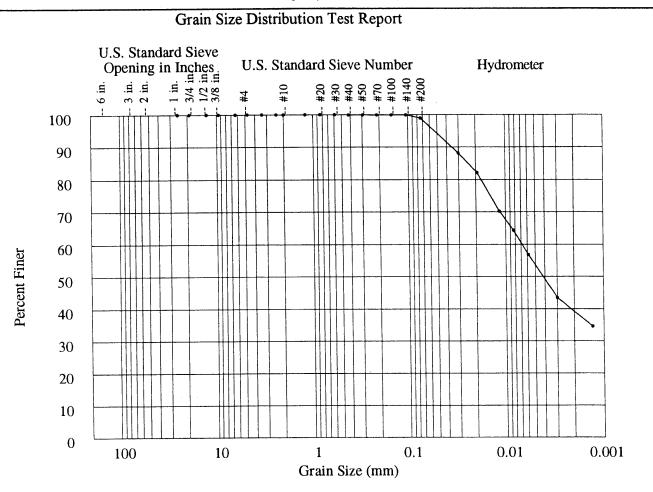
		% Sand Coarse Medium Fine % Silt								
% Cobble	% Gravel	Coarse	Med	lium	Fi	ne	%	Silt	% (Clay
>3"	<3" - #4	#6-#10	#16	-#40	#50-	#200	0.074-0.	.005 mm	<0.00	5 mm
0.00	0.00	0.00	0.	18	1.	21	42.40		56	.20
				T		,				
Nat. Water (%)	LL	PI	D85	D60	D50	D30	D15	D10	Cc	Cu
181.16										
		Materia	al Descript	ion			~~~~		US	SCS
Black Organic Sil	ty Clay								OL	/OH
	F	Project Descripti	ion				Client P/1	N:	G339628	
USACE-New Eng	gland District, O&	M Projects					AMS P/N	I:	9903-06	
New Haven Harbo	ew Haven Harbor						Client ID	:	NH-H	
							AMS ID:		3929	
							Date:		4/23/99	





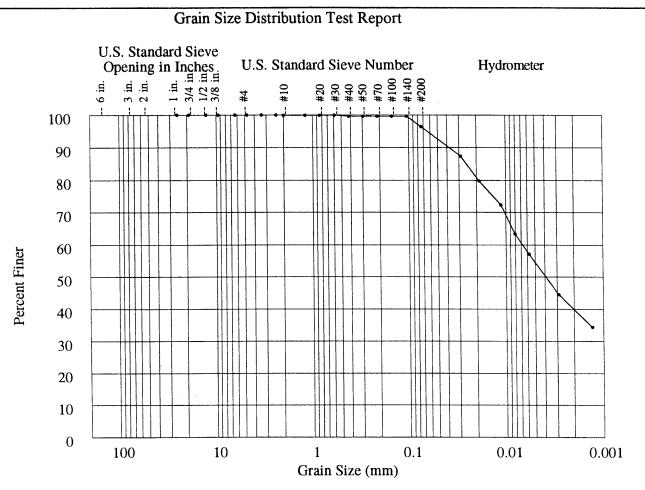
			% S	and				% F	ines	
% Cobble >3"	% Gravel <3" - #4	Coarse #6-#10		lium -#40		ne #200		Silt 005 mm	% C <0.00	•
0.00	0.00	0.00	0.	15	4.	12	41	.83	53.90	
Nat. Water (%)	LL	PI	PI D85 D60 D50 D30					D10	Сс	Cu
176.76										
		Materia	al Descript	tion					US	CS
Grayish Black Org	ganic Silty Clay								OL	/OH
	I	Project Descripti	ion				Client P/1	N :	G339628	
USACE-New Eng	land District, O&	District, O&M Projects					AMS P/N	ſ:	9903-06	_
New Haven Harbo	v Haven Harbor						Client ID	:	NH-I	
							AMS ID:		3937	
							Date:		4/23/99	





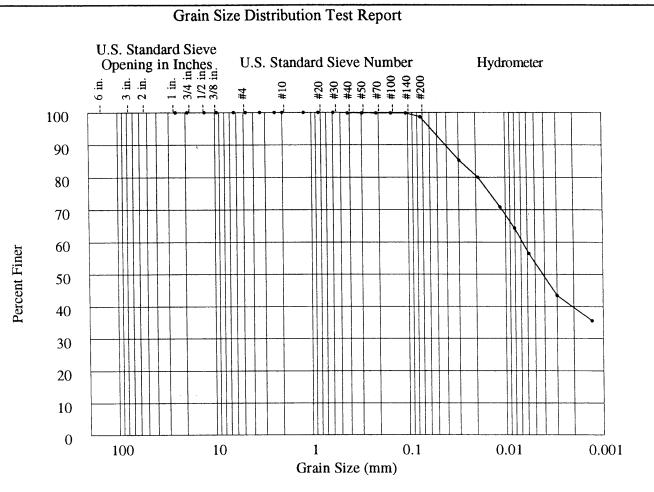
			% S	and				% F	ines	
% Cobble	% Gravel	Coarse	Med	lium	Fi	ne	%	Silt	% Clay	
>3"	<3" - #4	#6-#10	#16	-#40	#50-	#200	0.074-0.	005 mm	<0.00	5 mm
0.00	0.00	0.00	0.	12	0.	99	44	.99	53	.90
NT - 177 (0/)		DI	D05	Den	D50	D20	D15	D10	Co	C
Nat. Water (%)	LL	PI D85 D60 D50 D30		D30	D15	D10	Сс	Cu		
199.61										
		Materi	al Descript	tion					USCS	
Grayish Black Or	ganic Silty Clay								OL	/OH
	Т	Project Descript	ion				Client P/	ΔI•	G339628	
		Project Descript	1011							
USACE-New Eng	gland District, O&	M Projects				AMS P/N	:	9903-06		
New Haven Harbo	en Harbor						Client ID		NH-J	
							AMS ID:		3934	
							Date:		4/23/99	





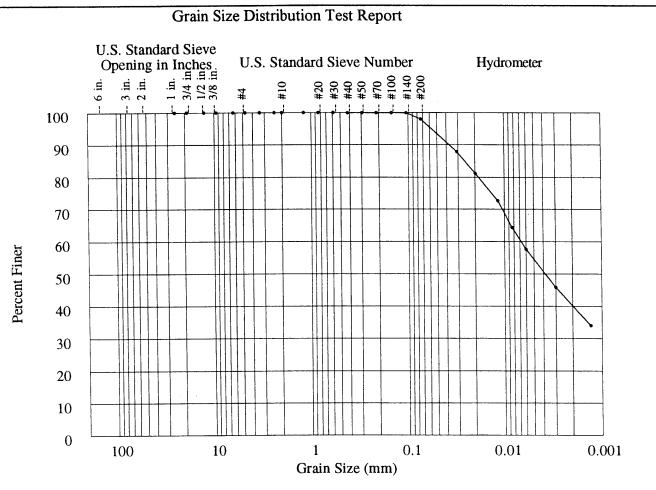
		% Sand % Gravel Coarse Medium Fine % Si							ines	
% Cobble	% Gravel	Coarse	Med	lium	Fi	ne	%	Silt	% (Clay
>3"	<3" - #4	#6-#10	#16	-#40	#50-	#200	0.074-0.	005 mm	<0.00	5 mm
0.00	0.00	0.05	0.	34	3.	15	41	.66	54	.80
					Τ	Г	1	T	T	T
Nat. Water (%)	LL	PI D85 D60 D50 D30 D15 D					D10	Cc	Cu	
180.52							'			
									T	
		Materi	al Descript	tion					USCS	
Grayish Black Org	ganic Silty Clay								OL	/OH
	F	Project Descript	ion				Client P/I	N:	G339628	
USACE-New Eng	-New England District, O&M Projects						AMS P/N	Ι:	9903-06	
New Haven Harbo	ew Haven Harbor						Client ID	•	NH-K	
							AMS ID:		3935	
							Date:		4/23/99	





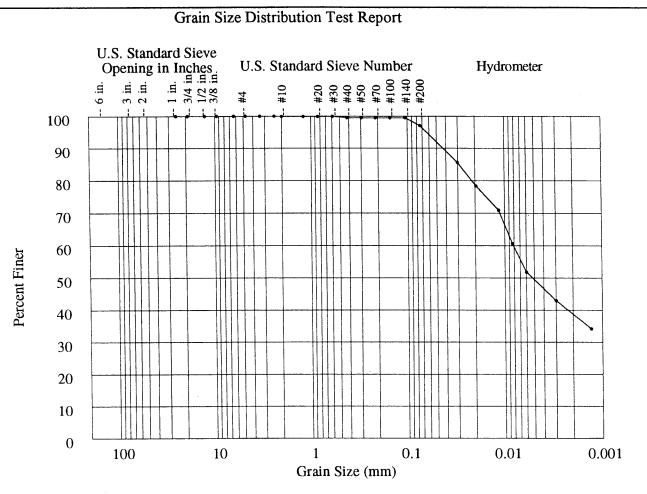
			% F	ines						
% Cobble	% Gravel	Coarse	Med	dium	Fi	ne	%:	Silt	% (Clay
>3"	<3" - #4	#6-#10	#16	-#40	#50-	#200	0.074-0.	005 mm	<0.00	5 mm
0.00	0.00	0.00	0.	16	1.	17	44	.77	53.90	
Nat. Water (%)	LL	PI	D85	D60	D50	D30	D15	D10	Сс	Cu
199.85										
		Materi	al Descrip	tion					USCS	
Grayish Black Or	ganic Silty Clay								OL	/OH
	1	Project Descript	ion			.,	Client P/N	N :	G339628	
USACE-New Eng	gland District, Od	&M Projects	M Projects AMS P/N:						9903-06	
New Haven Harb	or	Client ID:						:	NH-L	
							AMS ID:		3933	
							Date:		4/23/99	





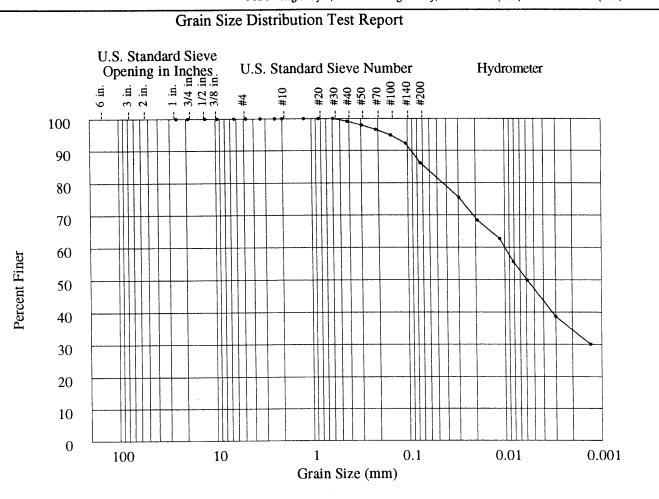
		% Sand % Gravel Coarse Medium Fine % Sil								
% Cobble	% Gravel	Coarse	Med	lium	Fi	ne	% :	Silt	% (Clay
>3"	<3" - #4	#6-#10	#16	-#40	#50-	#200	0.074-0.	005 mm	<0.00	5 mm
0.00	0.00	0.00	0.	06	1.	98	42	.71	55	.25
					,			,	<u> </u>	
Nat. Water (%)	LL	PI	D85	D60	D50	D30	D15	D10	Сс	Cu
197.67										
		Materia	l Descript	ion					US	SCS
Grayish Black Or	ganic Silty Clay								OL	/OH
							1			
]	Project Description	on				Client P/1	N :	G339628	
USACE-New Eng	gland District, Od	&M Projects					AMS P/N	<u>[:</u>	9903-06	
New Haven Harbo	or						Client ID	•	NH-M	
							AMS ID:		3945	
							Date:		4/23/99	





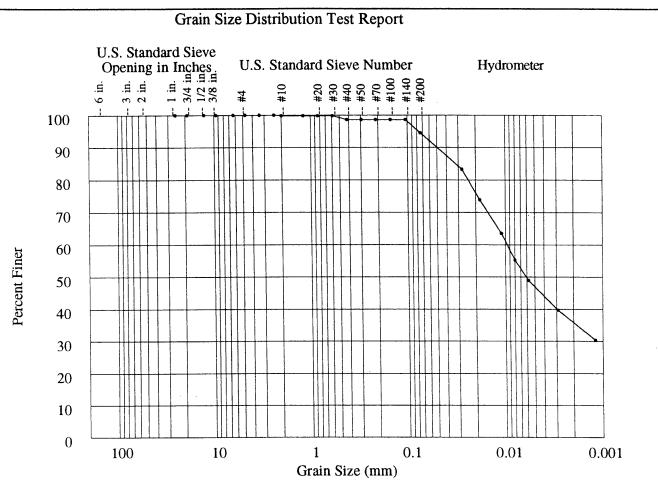
			% S	and	% Silt 0.074-0.005 mm		Fines % Clay <0.005 mm			
% Cobble	% Gravel	Coarse	Medium #16-#40						Fine #50-#200	
>3"	<3" - #4	#6-#10								
0.00	0.00	0.07	0.34 2.52		47.76		49.30			
Nat. Water (%)	LL	PI	D85	D60	D50	D30	D15	D10	Сс	Cu
194.72						250				Cu
		Materi	al Descript	tion					110	CS
Grayish Black Org	Material Description Grayish Black Organic Silty Clay							USCS OL/OH		
Project Description Client P/N:								G339628		
USACE-New England District, O&M Projects AMS P/N:						I:	9903-06			
New Haven Harbor					Client ID: NH-1		NH-N	IH-N		
							AMS ID:		3932	
							Date: 4/23/			





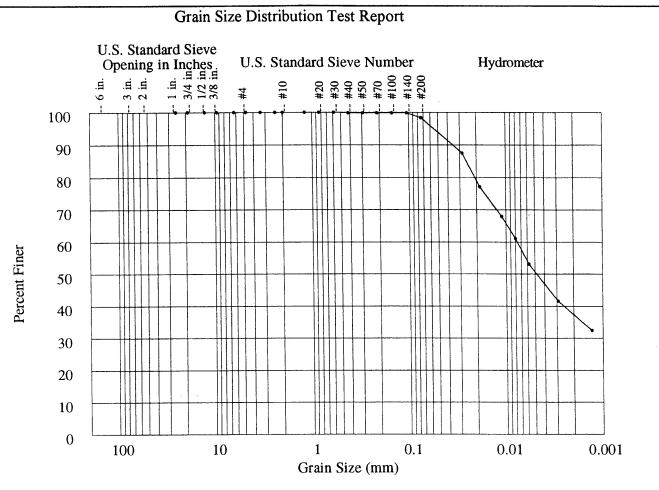
			% Fines							
% Cobble >3"	% Gravel <3" - #4	Coarse #6-#10	Medium Fine #16-#40 #50-#20					% Clay n <0.005 mm		
0.00	0.00	0.00	0.90 13.04		39.06		47.00			
Nat. Water (%)	LL	PI	D85	D60	D50	D30	D15	D10	Сс	Cu
178.35										
Material Description								USCS		
Grayish Black Organic Silty Clay								OL/OH		
Project Description Client P/N:								G339628		
USACE-New England District, O&M Projects AMS P/N:							9903-06			
New Haven Harbor						Client ID		NH-O		
							AMS ID:		3931	
							Date:		4/23/99	





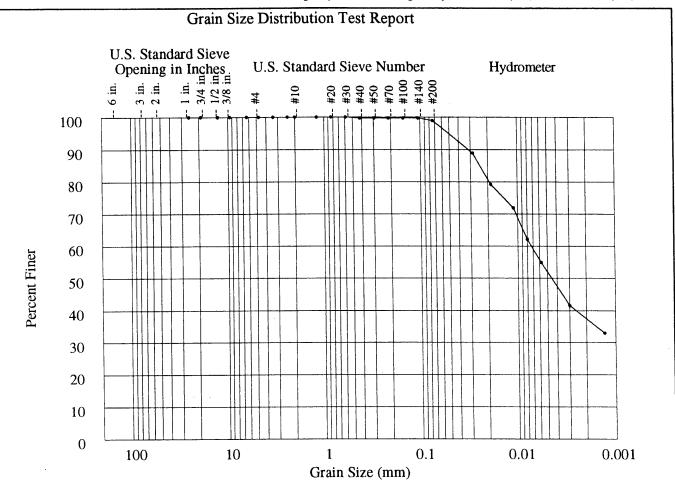
		% Sand							% Fines		
% Cobble	% Gravel	Coarse	Medium		Fine		% Silt		% Clay		
>3"	<3" - #4	#6-#10	#16	#16-#40		#50-#200		0.074-0.005 mm		5 mm	
0.00	0.00	0.16	1.19		4.01		47.14		47.50		
					ı		т	r		,	
Nat. Water (%)	LL	PI	D85	D60	D50	D30	D15	D10	Сс	Cu	
132.80											
											
		Materi	al Descript	tion					USCS		
Grayish Black Organic Silty Clay									OL	/OH	
Project Description Clien							Client P/N: G		G339628		
USACE-New England District, O&M Projects						AMS P/N	[:	9903-06			
New Haven Harbor							Client ID:		NH-P		
							AMS ID:		3939		
							Date:		4/23/99		





		% Sand						% F	Fines	
% Cobble	% Gravel	Coarse	Med	Medium		Fine		% Silt		Clay
>3"	<3" - #4	#6-#10	#16	#16-#40		#50-#200		0.074-0.005 mm		5 mm
0.00	0.00	0.00	0.	18	1.	52	47	.60	50	.70
Nat. Water (%)	LL	PI	D85	D60	D50	D 30	D15	D10	Сс	Cu
162.41										
		Materia	l Descript	ion					USCS	
Grayish Black Or	ganic Silty Clay								OL/OH	
			·					···		
Project Description Client P/N:							1 :	G339628		
USACE-New England District, O&M Projects						AMS P/N:		9903-06		
New Haven Harbor					Client ID:		NH-Q			
							AMS ID:		3940	
							Date:		4/23/99	





	% Sand							% Fines		
% Cobble	% Gravel	Coarse	Medium Fine #16-#40 #50-#200		% Silt		% Clay			
>3"	<3" - #4	#6-#10			#200	0.074-0.005 mm		<0.005 mm		
0.00	0.00	0.01	0.22 0.86		46.41		52.50			
Nat. Water (%)	LL	PI	D85	D60	D50	D30	D15	D10	Сс	Cu
193.79	DD									Cu
Material Description									USCS	
Grayish Black Organic Silty Clay								OL/OH		
Project Description Client P/N:								G339628		
USACE-New England District, O&M Projects AMS P/N:						J:	9903-06			
New Haven Harbor							Client ID:		NH-R	
							AMS ID:		3941	
							Date:		4/23/99	